



STATE OF MISSOURI
 MISSOURI DEPARTMENT OF CORRECTIONS
 CONTRACT AMENDMENT

Steven W. Beeson, Procurement Officer I
steven.beeson@doc.mo.gov
 (573) 526-6590
 (573) 522-1562 (Fax)
 FMU/PURCHASING SECTION
 P.O. BOX 236
 JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
03/29/2016	Drury Hotels Company, LLC 4213 Frederick Boulevard St. Joseph, MO 64506	Amendment 002 Y15708058	Hotel/Motel Accommodations St. Joseph Area

CONTRACT # Y15708058 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraphs 2.7.2 and 2.7.3 on page 6, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of September 1, 2016 through August 31, 2017.

Pricing for the new contract period shall be as specified under the 2nd Renewal Maximum Price on the Pricing Page, page 15 of the original contract, at a rate of \$74.99 per room, per night for line item 001 and line item 002.

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

Return of this amendment by the contractor is not required.

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THIS AMENDMENT IS ACCEPTED BY THE MISSOURI DEPARTMENT OF CORRECTIONS AS FOLLOWS: In its entirety.

Cari Collins, Director, Division of Human Services

3-30-16

Date



STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT

RETURN AMENDMENT NO LATER THAN JULY 9, 2015 TO:

Pamela Hodges, Procurement Officer I
Pamela.Hodges@doc.mo.gov
(573) 522-2109 (Phone)
(573) 522-1562 (Fax)
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
June 22, 2015	Drury Hotels Company, LLC 4213 Frederick Boulevard St. Joseph, MO 64506	Amendment #001 Y15708058	Hotel/Motel Accommodations St. Joseph Area

CONTRACT Y15708334 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2.7.2, on page 6, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of September 1, 2015 through August 31, 2016.

Pricing for the new contract period shall be as specified under the 1st Renewal Maximum Price on the Pricing Page, page 15 of the original contract, at a rate of \$89.99 per room, per night for line item 001 and line item 002.

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

The contractor shall complete, sign, and return this document as acceptance on or before the date indicated above.

IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

Company Name: Drury Inn & Suites - St. Joseph
Mailing Address: 4213 Fredrick Blvd.
City, State Zip: St. Joseph, MO 64506
Telephone: 816-364-4700
E-Mail Address: www.druryhotels.com/property/Hotel/Service.aspx?Property=0024
Authorized Signer's Printed Name and Title: Angela Lang, Area Sales Mgr.
Authorized Signature: Angela Lang Date: 6/23/15

THIS AMENDMENT IS ACCEPTED BY THE MISSOURI DEPARTMENT OF CORRECTIONS AS FOLLOWS: In Its entirety.

Carl Collins 6-24-15
Carl Collins, Director, Division of Human Services Date



ORIGINAL

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:
John Hall
Procurement Officer II
Telephone: (573) 526-6494
john.hall@doc.mo.gov**

IFB 15708058

**Hotel/Motel Accommodations – St. Joseph Area
FOR**

**Department of Corrections
Western Region Human Resource Center**

**Contract Period: Date of Award through August 31,
2015**

**Date of Issue: August 27, 2014
Page 1 of 38**

Bids Must Be Received No Later Than:

2:00 p.m., September 23, 2014

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: **Drury Hotels Company, LLC, d/b/a Drury Inn & Suites – St Joseph,**
Mailing Address: **4213 Frederick Boulevard**
City, State, Zip: **St. Joseph, MO 64506**
Telephone: **816-364-4700** Fax: **877-877-4113**
Federal EIN #: 26-3744467 State Vendor #: _____
Email: Dis.stj.24.gm@druryhotels.com or laurie.Pavlik@druryhotels.com or
angela.lang@druryhotels.com

Authorized Signer's Printed Name and Title: Laurie Pavlik, Regional Sales Manager

Authorized Signature: *Laurie Pavlik* Bid Date: 9-19-14

NOTICE OF AWARD:

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

In its entirety.

Cari Collins
Cari Collins, Director, Division of Human Services

Contract No. **Y15708058**

10-06-14
Date

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

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This document constitutes a request for competitive, sealed bids for the provision of hotel/motel accommodations as set forth herein.

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

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Bid Submission Information
- 4) Pricing Page
- 5) Exhibits A - F
- 6) Attachment 1
- 7) Terms and Conditions

1.2 Background Information:

1.2.1 The Missouri Department of Corrections provides training for newly hired personnel. Depending upon the position, training will vary between two (2) and four (4) weeks in length. Accommodations and breakfast are provided for trainees who live in excess of fifty (50) miles from the training facility. When possible, trainees will be lodged two (2) to a room for the duration of their training. A typical hotel/motel stay will be four (4) nights per week. Trainees will check in at the hotel/motel at approximately 5:00 p.m. on Monday evenings and will check out of the hotel/motel at approximately 6:45 a.m. on Friday mornings.

1.2.2 A previous contract exists for services similar to those being obtained via this IFB. A copy of that contract can be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid & Contract Document Search System located on the Internet at: <http://www.oe.mo.gov/purch>. In addition, all bid and evaluation documentation leading to the award of that contract may also be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid & Contract Document Search System. Please reference the Bid number B3Z12145 or the contract number C312145001 when searching for these documents.

1.2.3 Although an attempt has been made to provide accurate and up-to-date information, the Department of Corrections does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Invitation for Bid.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall provide hotel/motel accommodations for the Department of Corrections, Western Region Human Resource Center (hereinafter referred to as the Department), in accordance with the provisions and requirements stated herein.
- 2.1.2 At a minimum, the contractor shall provide the following:
- a. Single and Double Occupancy Guest Rooms.
 - b. Complimentary hot breakfast meals.
- 2.1.3 The contractor's facility must be located in Missouri and must be within fifteen (15) minutes of the Western Region Training Center located at 902 Edmond, Suite 300, and St. Joseph, Missouri, 64507.
- 2.1.4 The Department estimates, but cannot guarantee that out of approximately ten (10) to thirty (30) trainees per training session, approximately one (1) to six (6) will require lodging.
- 2.1.5 The contractor shall provide hotel/motel accommodations for each scheduled training session shown on Attachment 1.
- a. In the event the Department requests to change the dates required for hotel/motel accommodations, the contractor shall make every effort to accommodate the Department.
 - b. In the event the Department adds training sessions in addition to the training sessions already scheduled and shown on Attachment 1, the contractor shall make every effort to accommodate the Department and provide services for each additional set of dates.
 - c. In the event the Department exercises its option to renew the contract, the hotel/motel accommodation dates required for the renewal periods shall encompass approximately the same timeframe as the dates required for the original contract period. The required dates for renewal periods will be given to the contractor at the time of the contract renewal.
- 2.1.6 The contractor may be requested to provide hotel/motel accommodations for trainees for the night prior to the beginning of a training session.
- 2.1.7 The contractor shall perform all services to the sole satisfaction of the Department.

2.2 Guest Room Requirements:

- 2.2.1 The contractor shall provide sufficient single and double occupancy guest rooms. The Department estimates, but cannot guarantee that two to four (2 - 4) single occupancy guest rooms and/or two to four (2 - 4) double occupancy guest rooms will be required for each scheduled training session.
- a. A single occupancy guest rooms shall be defined as a guest room occupied by one (1) trainee and which contains at least one (1) full size bed.
 - b. A double occupancy guest room shall be defined as a guest room occupied by two (2) trainees and which contains at least two (2) full size beds.
- 2.2.2 The contractor shall ensure that each guest room has separate bathroom and bath/shower facilities. Shared bathroom and bath/shower facilities shall not be allowed.

- 2.2.3 The contractor shall ensure that all guest rooms are ready for occupancy by no later than 5:00 p.m. on the first day of each scheduled training session, unless otherwise specified by the Department.
- 2.2.4 The contractor must ensure that all guest rooms are clean upon check-in and receive daily housekeeping.
- 2.2.5 The contractor must provide guest rooms that are clean, neat, and insect free. Carpet and fixtures must be without stains or disrepair. Furniture shall be in good condition.
- 2.2.6 The contractor must provide guest rooms that have doors with security locks.
- 2.2.7 The contractor must provide non-smoking guest rooms for any trainee requesting such. In addition, the contractor should provide smoking guest rooms for any trainee requesting such, unless smoking rooms are prohibited by law or local ordinance or the entire facility is smoke-free.

2.3 Meal Requirements:

- 2.3.1 The contractor shall provide a hot, buffet-style breakfast each morning for trainees who stayed at the hotel/motel the previous night.
 - a. The breakfast buffet shall include one (1) type of meat, (1) egg dish, various pastries, waffles, biscuits and gravy, water, juice, tea, and coffee (regular and decaffeinated).
- 2.3.2 Prior to each scheduled training session, the contractor shall provide the Department with a list of proposed menu items for the breakfast buffet. The Department reserves the right to request changes to the menu items at any time.

2.4 Security and Confidentiality Requirements:

- 2.4.1 The contractor's facility should be equipped with security cameras, both inside and outside the facility.
- 2.4.2 With the exception of the front entrance, the contractor's facility must be locked by a reasonable time every night. After such time, entry to the contractor's facility shall only be allowed at the front entrance or via a keycard at any other entrance.
- 2.4.3 The contractor's personnel shall provide the maximum level of confidentiality for all trainees.

2.5 Additional Requirements:

- 2.5.1 The contractor shall have recreational opportunities (e.g. tennis, swimming, racquetball, jogging/hiking, spa, exercise room, game room, etc.) available for use by the trainees.
- 2.5.2 The contractor must provide safe and convenient parking.
- 2.5.3 The contractor's facility must be in compliance with the American Disabilities Act.
 - a. If the contractor's facility has more than one (1) floor/level, the meeting rooms, restaurants, lobby, and other public areas of the facility must be accessible to all trainees.
 - b. The contractor's facility must allow for easy access to guest rooms. If the contractor's facility does not have an elevator, the contractor must accommodate requests for first floor guest rooms. In addition, the contractor should accommodate requests for assistance with luggage, etc. to/from a guest room.
- 2.5.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.6 Invoicing and Payment Requirements:

2.6.1 The contractor shall accurately invoice per the price indicated on **EXHIBIT A, Pricing Page**. Each invoice submitted **must** be specific to **one** purchase order number, referenced on the invoice, 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. Emailed invoices should contain the purchase order number in the subject line.

2.6.2 The Department may choose to use the state purchasing card (Visa) in place of a purchase order to make purchases under this IFB. Unless exception to this condition is indicated on **EXHIBIT A, Pricing Page**, the contractor agrees to accept the state purchasing card as an acceptable form of payment and may not charge any additional fees related to the use of a purchasing card such as service fees, merchant fees, and/or handling charges.

- a. If the Department issues a purchase order, an itemized invoice shall be emailed to doc.payables@doc.mo.gov or mailed to:

Missouri Department of Corrections
Western Region Training Center
Attn: Debbie Black
902 Edmond, Suite 300
St. Joseph, MO 64501

2.6.3 Payments – The Department shall pay for hotel/motel accommodations in accordance with the prices stated on the Pricing Page of the contractor's awarded bid and as specified below:

- a. The Department shall pay for guest rooms and meals for prior designated trainees only.
- b. In the event a trainee shares a room with a non-trainee, the Department shall only be responsible for the portion of the guest room cost applicable to the trainee.
- c. The Department shall not be responsible for a trainee's miscellaneous costs such as restaurant charges, room service charges, bar charges, movie charges, phone call charges, etc.

2.6.4 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

2.7 Other Contractual Requirements:

2.7.1 Contract – A binding contract shall consist of: (1) the IFB and 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.

- a. 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.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized

representative of the contractor and the 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.

- 2.7.2 Contract Period – The original contract period shall be as stated on page 1 of the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the state 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.
- 2.7.3 Renewal Periods – If the option for renewal is exercised by the Department, the contractor shall agree that the prices for the renewal period shall not exceed the maximum prices for the applicable renewal period stated on the Pricing Page of the contract.
- a. 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.
 - b. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
- 2.7.4 Termination – The Department reserves the right to terminate the contract at any time, for the convenience of the Department, without ~~penalty~~ liability 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.
- 2.7.5 Contractor Liability – The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
 - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
 - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 2.7.6 Insurance – The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must have 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~~ contractor's performance under the contract. The 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. In the event any insurance coverage is canceled, the Department must be notified immediately.

- 2.7.7 Subcontractors – Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the Department and to ensure that the Department 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 Department 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 Department 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~~ liability of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- 2.7.8 Participation by Other Organizations – The contractor must comply with any Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) participation levels committed to in the contractor's awarded bid.
- a. The contractor shall prepare and submit to the state agency a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops and/or SDVEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the state agency.
 - b. The state agency will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded bid. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the state agency determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded bid.
 - 1) The contractor must obtain the written approval of the state agency for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the state agency detailing all efforts made to secure a replacement. The state agency shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- d. No later than 30 days after the effective date of the first renewal period, the contractor must submit an affidavit to the state agency. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Office of Administration/Division of Purchasing and Materials Management's website at <http://content.ia.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.

2.7.9 Substitution of Personnel – The contractor agrees and understands that any substitution of the specific key individual(s) and/or personnel qualifications identified in the bid must be with individual(s) of equal or better qualifications than originally proposed.

2.7.10 Authorized Personnel:

- a. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without ~~penalty~~ liability or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five (25%) percent of the total amount due to the contractor.
- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

- 2) Provide to the Department the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - 3) Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- e. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.
- 2.7.11 Contractor Status – The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees 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; cost (including attorney fees); and damage of any kind related to such matters.
- 2.7.12 Coordination – The contractor shall fully coordinate all contract activities with those activities of the Department. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the Department or the Department throughout the effective period of the contract.
- 2.7.13 Confidentiality:
- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the Department.
 - b. If required by the Department, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

3.2.2 After an initial screening process, and if deemed necessary, the Department may request a tour of the bidder's facility. Additionally, a question and answer conference or interview may be conducted with the bidder at such time. In addition, the bidder may be asked to make an oral presentation of their bid during the tour. All arrangements and scheduling shall be coordinated by the Department.

3.3 Evaluation of Cost:

3.3.1 Pricing – The bidder must provide pricing as required on the Pricing Page.

3.3.2 Objective Evaluation of Cost – The cost evaluation shall be based on a total cost determined using the quantities listed below and the firm, fixed prices stated on the Pricing Page.

3 Single Occupancy Guest Rooms for 4 nights per weeks for 52 weeks
3 Double Occupancy Guest Rooms for 4 nights per week for 52 weeks

a. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Bidder's Price}}{\text{Compared Bidder's Price}} \times \frac{\text{Maximum Cost Evaluation points (60)}}{\text{Assigned Cost Points}} =$$

b. The bidder shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The Department makes no guarantee regarding the accuracy of the quantities stated nor does the Department intend to imply that the figures used for the cost evaluation in any way reflect neither actual nor anticipated usage.

3.3.3 The Department reserves the right to subjectively evaluate any prices proposed for recreational activities as part of the subjective evaluation of Facilities and Services.

3.4 Evaluation of Bidder's Experience and Reliability – Experience and reliability of the bidder's organization will be considered subjectively in the evaluation process. Therefore, the bidder is advised to submit information concerning the bidder's organization and information documenting the bidder's experience in past performances, especially those performances related 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.

3.4.1 Experience – The bidder should provide information related to previous and current services/contracts of the bidder or bidder's proposed subcontractor where performance was similar to the required services of this IFB. The information may be shown on Exhibit A or in a similar manner.

a. If information about current and/or previous experiences is not identified in the bid or a sufficient number of experiences are 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. However, the bidder is cautioned that failure to submit the necessary information may have an adverse impact on the subjective evaluation of the bidder's bid and the Department is under no obligation to request the information.

b. As part of the evaluation process, the State of Missouri may contact the bidder's references, including references not listed or identified within the bidder's bid but who have current or previous experiences with the bidder. The bidder shall agree and understand that the Department is not obligated to contact the bidder's references.

3.5 Evaluation of Bidder's Facility and Services:

- 3.5.1 Bids will be subjectively evaluated based on the bidder's plan for performing the requirements of the IFB. Therefore, the bidder should present information which demonstrates the method or manner in which the bidder proposes to satisfy these requirements and which confirms the bidder's ability to satisfy the requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- a. Exhibit B is provided for the bidder's use in providing information about the bidder's facility and services that will be provided or offered.

3.6 Miscellaneous Submittal Information:

- 3.6.1 Organizations for the Blind and Sheltered Workshop Preference – 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 (10) 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 five thousand dollars (\$5,000) or two percent (2%) of the total dollar value of the contract for purchases not exceeding ten million dollars (\$10 million).
 - 2) The services performed or the products provided by an organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the 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 C, 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 D, 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 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). If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder is not required to complete Exhibit D, 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 Alphapointe Association for the Blind can be found at the following internet addresses:
<http://www.lhbindustries.com> and <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 C, Participation Commitment, shall be interpreted as a contractual requirement.

3.6.2 Missouri Service-Disabled Veteran Business Enterprise (SDVE) Preference – Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) point bonus preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified SDVE. (See below for a definition of a qualified SDVE.)

- a. In order to qualify for the three bonus points, the following conditions must be met and the following evidence must be provided:
 - 1) The bidder must either be a SDVE or must be proposing to utilize a SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
 - 2) The services performed or the products provided by the SDVE 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 SDVE 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 a SDVE, in order to receive evaluation consideration for participation by the SDVE, the bidder must provide the following information with the bid:
 - ✓ Participation Commitment – The bidder must complete Exhibit C, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the bidder submitting the bid is a qualified SDVE, 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 D, Documentation of Intent to Participate Form, signed and dated no earlier than the IFB issuance date by the SDVE or a letter of intent signed and dated no earlier than the IFB issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) should include evidence that the SDVE is qualified, as defined herein. If the bidder submitting the bid is a qualified SDVE, the bidder is not required to complete Exhibit D, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

NOTE: If the SDVE is listed on the following Internet address, the SDVE is not required to provide a copy of the SDV's (service-disabled veteran) 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. www.oa.mo.gov/purch/vendorinfo/sdve.html

- b. Commitment – If the bidder's bid is awarded, the SDVE participation committed to by the bidder on Exhibit C, Participation Commitment shall be interpreted as a contractual requirement.
- c. Definition – Qualified SDVE:
 - 1) SDVE is 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;
 - 2) SDVE has 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;
 - 3) SDVE has the management and daily business operations controlled by one (1) or more SDVs;
 - 4) SDVE has 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
 - 5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

3.6.3 Affidavit of Work Authorization and Documentation – Pursuant to section 285.530, RSMo, if the bidder meets the section 285.525, RSMo, definition of a “business entity” (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the bidder must affirm the bidder's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The bidder should complete applicable portions of Exhibit E, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit E must be submitted prior to an award of a contract.

3.6.4 The bidder should complete and submit Exhibit F, Miscellaneous Information.

3.6.5 Business Compliance – The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) 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 not necessarily be limited to:

- a. Registration of business name (if applicable)
- b. Certificate of authority to transact business/certificate of good standing (if applicable)
- c. Taxes (e.g., city/county/state/federal)
- d. State and local certifications (e.g., professions/occupations/activities)
- e. Licenses and permits (e.g., city/county license, sales permits)
- f. Insurance (e.g., worker's compensation/unemployment compensation)

CURRENT/PRIOR EXPERIENCE

The bidder should copy and complete this form for each reference being submitted as demonstration of the bidder and subcontractor's current/prior experience. In addition, the bidder is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Bidder Name or Subcontractor Name: Drury Inn & Suites	
Reference Information (Current/Prior Services Performed For)	
Name of Reference Company:	MO Air National Guard
Address of Reference Company ✓ Street Address ✓ City, State, Zip	705 Memorial Drive St Joseph, MO 64506
Reference Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	Lynn Henderson (816) 236-3410 <u>FSS/SVMLrae.henderson@ang.af.mil</u> Anna Miller (816) 236-3486 <u>anna.miller@ang.af.mil</u>
Dates of Services:	2007 - 2014
If service/contract has terminated, specify reason:	
Dollar Value of Services	\$56,000
Description of Services Performed, including: ✓ Meeting rooms (number and setup) ✓ Number of guest rooms provided ✓ Number and types of meals provided ✓ Audio-visual equipment and services provided	4 meeting rooms (1 large, 35-50 people; 2 small, 12 people) 132 Two – Breakfast and Dinner, Pantry 24 hours Projector, TV, Screen

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the bidder referenced above:

Lynn Henderson
Signature of Reference Contact Person

9/17/14
Date of Signature

EXHIBIT B
FACILITY AND SERVICES

The bidder should provide the following information. The bidder may use this form, or any format desired to present the requested information.

FACILITY	
Provide (or attach) a description and layout of the bidder's facility. Identify the location of the proposed guest rooms.	
Identify and/or Describe Facility Amenities (Indicate if a fee is charged for the amenity):	
Internet access in public areas (wired/wireless)	Yes, Free
Shuttle service to locations offsite	None
Shuttle service available on the bidder's property, if such is needed	None
Room service	NO, but there are several restaurants that deliver to the hotel. Individuals are responsible for own payment
Fitness facility	Yes, XXX
Vending machines	Yes, on each floor
Complimentary coffee in lobby	Yes, 24 hours
Complimentary snacks in lobby	Yes, 5:30 PM to 7 PM nightly
Safe Deposit boxes	Yes, available at front desk
List and Describe Additional Facility Amenities (Indicate if a fee is charged for the amenity):	
*Swimming Pool and whirlpool	*All standard rooms have two queen beds in room this is a change after June 2012 renovation.
*Guest Laundry on site – washer and dryer for \$1.50 each load, Dry Cleaning services are also available – please inquire at front desk	*Guest Food Pantry – has snacks and frozen food items with prices ranging from \$2 to \$8 per item.
*Business center with computers and printers for overnight guest to use at no charges.	

FACILITY	
GUEST ROOMS	
Number of Smoking Guest Rooms:	0
Number of Non-Smoking Guest Rooms:	129
Total Number of Guest Rooms:	129
Number of Guest Rooms with Interior Entrances:	129
Number of Guest Rooms with Exterior Entrances:	0
Check-in Time:	3:00 PM
Check-out Time:	11:00 AM
Identify and/or Describe Guest Room Amenities (Indicate if a fee is charged for the amenity)	
Internet Access (wired/wireless)	Yes, FREE
Clock Radio	Yes, with set program music
Hairdryer	Yes, in bathroom area
Coffeemaker	Yes, in guest rooms
Iron and Ironing Board	Yes, full size in guest room
TV	Yes, 38" Plasma TV and Cable stations
Desk	Yes, with plug in on top of desk for convenient access.
Newspaper	Yes, "USA Today" available in lobby during breakfast for everyone
Toiletries	Yes, body wash, shampoo & conditioner in shower and hand soap on vanity area
Wake-up Call	Yes, call front desk and they will set in computer to automatically call room
Telephone	Yes, Free local and Free 60 minutes long distance per room per night
Voicemail	Yes, no cost
Microwave	Yes, in guest room
Refrigerator (full-size, mid-size, compact, etc.)	Yes, compact in guest room

FACILITY	
In-room Safe	No, safety deposit boxes available at front desk
List and Describe Additional Guest Room Amenities (Indicate if a fee is charged for the amenity):	
#300 count sheets, pillow top beds, foam and feather pillow and new triple sheeting on beds. Complimentary	

MEAL SERVICE	
The bidder should provide the proposed menus for the breakfast meal. In the event the bidder submits a copy of the bidder's standard menu, in lieu of a customized list of menus proposed for the conference required herein, the prices stated on the Pricing Page shall govern.	Items: pork Sausage, scrambled eggs, breakfast potatoes, Belgian waffles, biscuits and gravy, bagels, breads, cold and hot cereals, and pastries. Beverages – Coffee, hot tea, oranges, apple juices, and milk serviced 6:00 AM – 9:30 AM on weekdays & 7:00 AM to 10 AM on weekends.
Is food service provided by the bidder or a subcontracted caterer? If provided by a subcontracted caterer, identify such subcontractor.	Food is provided by the bidder, Drury Hotels Company, LLC, on a daily basis.

SECURITY INFORMATION	
Guest room security (door locks, peep holes, key vs. keycard)	Yes, two locks on door, deadbolt and chain with peep hole
Security cameras (location and number, inside and outside)	Cameras are interior: Bar, Pool Exits, Vestibule, Business Center, Front Desk 1, Front Desk 2, Safe, North Entrance, South Entrance, South Stairwell, and Guest Pantry.
Evening hour access to the bidder's facility	24 hours in registered guest, with room key
Parking lot security, including lighting	Well lit parking lot. Four camera facing exterior entrances.
Availability of security guards	Although the hotel does not have a security guard on its staff, the hotel does occasionally hire security guards based on activities or events going on in the city due to high demand days.

ACCESSIBILITY INFORMATION	
Describe accessibility of the lobby area, restaurant(s), public restrooms, parking lots, and vending areas	The entrance has an automatic door accessible with no curbs to get into the lobby, all first floor rooms accessible to the public restrooms, vending area and breakfast & 5:30 Kickback area. Accessible parking at south and east entrances with wheelchair ramps.
Identify whether the bidder's facility is multi-level. If multi-level, identify the number and location of elevators and/or ramps	Four floors with two elevators, both are in middle of building.
Number of ADA accessible guest rooms	Eight (8)
Describe accessibility of guest rooms	All accessible room are wheelchair accessible and compliant with ADA.

Describe the Condition, Aesthetics, and Upkeep of the Guest Rooms and the Facility, Including Renovation Plans (latest/planned).
Completed Renovation June 2012, and we are 100% smoke-free facility. Guest rooms and facility are in great condition and furnishings have a more contemporary look of cherry wood with dark granite. We also added a new Guest Pantry, new Exercise Room, expanded and reconfigured lobby area, and new business center. All sleeping rooms and bathrooms were renovated completely from ceiling to floor in 2012.

The bidder should provide the facility's website address. Information obtained from the bidder's website may be considered in the subjective evaluation:	
Website:	https://www.druryhotels.com/PropertyHotelServices.aspx?Property=0024

EXHIBIT C

PARTICIPATION COMMITMENT

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

Organization for the Blind/Sheltered Workshop Commitment Table	
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.)	
Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <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>
Line Item 001	
1. n/a	Product/Service(s) proposed:
	IFB Paragraph References:
2.	Product/Service(s) proposed:
	IFB Paragraph References:
Line Item 002	
1. n/a	Product/Service(s) proposed:
	IFB Paragraph References:
2.	Product/Service(s) proposed:
	IFB Paragraph References:

EXHIBIT D

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: n/a

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):

n/a Organization for the Blind n/a Sheltered Workshop

Name of Organization: n/a

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: n/a Email: n/a

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 E
MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

Pursuant to section 34.074, RSMo, the Department has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in section 34.074, RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If an bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074, RSMo, and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference of a three-point bonus over a non-Missouri service-disabled veteran business:

- a. a copy of an award letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in; and
- b. a completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit. The above-referenced letter from the VA and a copy of the bidder's discharge paper shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074, RSMo, and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

_____ n/a _____

Service-Disabled Veteran's Name (Please Print)

Service-Disabled Veteran Business Name

_____ n/a _____

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran Business

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

BUSINESS ENTITY CERTIFICATION:

The bidder 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.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri Department including Department.

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 Department 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 E, 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

Drury Hotels Company, LLC, d/b/a
 I certify that Drury Inn & Suites – St Joseph, MO (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

Joseph B. Pereles, VP & General Counsel
 Authorized Business Entity Representative's Name (Please Print)

Joseph B. Pereles
 Authorized Business Entity Representative's Signature

Drury Hotels Company, LLC.
 Business Entity Name

Sept. 19, 2014
 Date

joe.pereles@druryhotels.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:

X- 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

X- Provide documentation affirming said companies/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

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

EXHIBIT E, 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 Cory Nicoletti (Name of Business Entity Authorized Representative) as Manager of Employee Relations (Title) first being duly sworn on my oath, affirm Drury Hotels Company, LLC (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 Drury Hotels Company, LLC (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.)

Drury Hotels Company, LLC, d/b/a Drury
Inn and Suites - St. Joseph:

[Signature]
Authorized Representative's Signature

Cory Nicoletti
Printed Name

Manager of Employee Relations
Title

September 18, 2014
Date

Cory.Nicoletti@druryhotels.com
E-Mail Address

185431
E-Verify Company ID Number

Subscribed and sworn to before me this 18th of September 2014. I am
(DAY) (MONTH, YEAR)

Commissioned as a notary public within the City of St. Louis, State of
(NAME OF COUNTY)

Missouri, and my commission expire on 09/14/2015.
(NAME OF STATE) (DATE)

[Signature]
Signature of Notary

Sept. 18, 2014
Date



EXHIBIT E, 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 Department 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 Department** 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 F

MISCELLANEOUS INFORMATION

Employee Bidding/Conflict of Interest

Bidders who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the bidder and/or any of the owners of the bidder's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:	n/a
	In what office/agency are they employed?
	Employment Title:
Percentage of ownership interest in bidder's organization:	n/a _____ %

ATTACHMENT 1**FY-15 Basic Training Class Schedules**

Date	Date
October 14 – November 10, 2014	March 30 – April 24, 2015
November 10 – December 10, 2014	April 27 – May 26, 2015
December 8, 2014 – January 8, 2015	May 26 – June 22, 2015
January 5 – February 2, 2015	June 22 – July 20, 2015
February 2 – March 3, 2015	July 20 – August 14, 2015
March 2 – March 27, 2015	August 17 – August 31, 2015

** All dates are confirmed available

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

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SIGNATURE REQUIRED Note: The mailer must check the "Signature Required" box if the mailer: 1) Requires the addressee's signature; OR 2) Purchases additional insurance; OR 3) Purchases COD service; OR 4) Purchases Return Receipt service. If the box is not checked, the Postal Service will leave the item in the addressee's mail receptacle or other secure location without attempting to obtain the addressee's signature on delivery.

Delivery Options
 No Saturday Delivery (delivered next business day)
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 10:30 AM Delivery Required (additional fee, where available)
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Jefferson City, Mo 65109

PHONE: (573) 526-6494

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Date Accepted (MM/DD/YY) **9-20** Scheduled Delivery Time 10:30 AM 3:00 PM 12 NOON Insurance Fee \$ COD Fee \$

Time Accepted **10:54** AM PM 10:30 AM Delivery Fee \$ Return Receipt Fee \$ Live Animal Transportation Fee \$

Weight Flat Rate \$ Sunday/Holiday Premium Fee \$ Total Postage & Fees **\$19.99**

Acceptance Employee Initials

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