STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT

**RETURN AMENDMENT NO LATER THAN March 30, 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 |
|---|---|---|---|
| March 13, 2015 | Brad Greer Pest Control<br>PO Box 327<br>Essex, MO 63846 | Amendment #002<br>Y13709089 | Pest Control Services<br>For<br>Southeast Correctional Center |

**CONTRACT Y13709089 IS HEREBY AMENDED AS FOLLOWS:**

Pursuant to paragraph 2.8.2 and 2.8.3 on page 8, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of May 1, 2015 through April 30, 2016.

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:** Brad Greer Pest Control

**Mailing Address:** PO Box 327

**City, State Zip:** Essex, MO 63846

**Telephone:** (573) 624-9490

**E-Mail Address:** greerpest123@yahoo.com

**Authorized Signer's Printed Name and Title:** Brad Greer - owner

**Authorized Signature:** _____ **Date:** 9/16/15

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

_____ 10/2/15

**Dave Dormire, Director, Division of Adult Institutions** **Date**

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

John Hall, CPPB
John.Hall@doc.mo.gov
(573) 526-6494 (Phone)
(573) 522-1562 (Fax)
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

| DATE | VENDOR IDENTIFICATION | CONTRACT NUMBER | CONTRACT DESCRIPTION |
|---|---|---|---|
| 03/10/14 | Brad Greer Pest Control<br>PO Box 327<br>Essex, MO 63846 | Amendment #1<br>Y13709089 | Pest Control Services<br><br>Southeast Correctional Center |

**CONTRACT Y13709089 IS HEREBY AMENDED AS FOLLOWS:**

Pursuant to paragraph 2.8.2 and 2.8.3 on page 8, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of May 1, 2014 through April 30, 2015.

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

Return of this amendment by the contractor is not required.

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

3/13/14

**Dave Dormire, Director, Division of Adult Institutions** **Date**

# INVITATION FOR BID

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

**Buyer of Record:**
**Gwen Petet**
**Procurement Officer I**
**Telephone: (573) 522-2109**
**gwen.petet@doc.mo.gov**

# IFB 13709089

## Pest Control Services

**FOR**

**Department of Corrections**

**Southeast Correctional Center**

**Contract Period: May 1, 2013 through April 30, 2014**

**Date of Issue: February 15, 2013**
**Page 1 of 30**

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

**2:00 p.m., Thursday, March 14, 2013**

**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:** Brad Greer Pest Control
**Mailing Address:** Po Box 327
**City, State Zip:** Essex Mo. 63846
**Telephone:** 573-624-9490 **Fax:** 573-624-9490
**Federal EIN #:** 43-1899859 **State Vendor #** N/A
**Email:** greerpest123@yahoo.com

**Authorized Signer's Printed Name and Title** Brad Greer - Owner

**Authorized Signature:** [signature] **Bid Date** 3-5-13

NOTICE OF AWARD:
This bid is accepted by the Missouri Department of Corrections as follows: IN ITS ENTIRETY, INCLUDING EMAIL FROM BRAD GREER DATED MARCH 24, 2013.

Contract No. Y13709089

[signature] 4/2/13

Dave Dormire, Director, Division of Adult Institutions — Date

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

## EXHIBIT B

## 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: | | NA |
| | In what office/agency are they employed? | |
| | Employment Title: | |
| Percentage of ownership interest in bidder's organization: | | _____ % |

**Missouri Department of Agriculture Certified Applicator license** – State license number and expiration date:

License Number C5841 Expiration Date 6-30-2013

**Personnel** – Provide a list of employees who will be providing pest control services at the Fulton Reception and Diagnostic Center. (*Use additional sheets if necessary)*

1. Roy Bowles
2. Brad Greer
3. _____
4. _____
5. _____

**EXHIBIT D, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

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

Comes now Brad Greer Pest Control (Brad Greer (Name of Business Entity Authorized Representative) as Owner (Position/Title) first being duly sworn on my oath, affirm Brad Greer Pest Control (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 Brad Greer Pest Control (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.)***

Brad Greer
Authorized Representative's Signature

Brad Greer
Printed Name

Owner
Title

3-7-13
Date

greerpest123@yahoo.com
E-Mail Address

Subscribed and sworn to before me this 7th (DAY) of March (MONTH, YEAR). I am commissioned as a notary public within the County of Stoddard (NAME OF COUNTY), State of Missouri (NAME OF STATE), and my commission expires on July 18, 2015 (DATE).

Aud S. Blunt
Signature of Notary

3/7/13
Date

AUD S. BLUNT
Notary Public - Notary Seal
State of Missouri
Commissioned for Stoddard County
My Commission Expires: July 18, 2015
Commission Number: 11133405

**EXHIBIT A**

**PRICING PAGE**

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

| Line Item | Description | Original Contract Period Firm, Fixed Price | First Renewal Period Maximum Price | Second Renewal Period Maximum Price |
|---|---|---|---|---|
| 001 | Bi-Monthly Pest Control Services (Areas specified in 2.3.5. a) | $ _____ Per treatment | $ _____ Per treatment | $ _____ Per treatment |
| 002 | Monthly Pest Control Services (Areas specified in 2.3.5. b) | $ 900.00 Per treatment | $ 900.00 Per treatment | $ 900.00 Per treatment |
| 003 | Quarterly Pest Control Services (Areas specified in 2.3.5. c) | $ _____ Per treatment | $ _____ Per treatment | $ _____ Per treatment |
| 004 | Semi-Annual Pest Control Services (Areas specified in 2.3.5. d) | $ _____ Per treatment | $ _____ Per treatment | $ _____ Per treatment |

**Terms:**

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

0 % if paid within 0 days of receipt of invoice.

**Web Site:**

The bidder should state web site address if online invoicing is available: N/A

## EXHIBIT B (continued)

## MISCELLANEOUS INFORMATION

**Familiarity of Buildings**

The bidder must document a thorough knowledge of the buildings based on either (1) the bidder's attendance of a tour of the buildings, or (2) through other knowledge of the buildings gained from some other means.

X 2-28-13 **I attended a tour of the buildings.** (The attendance record shall verify the bidder's attendance.)

_____ **I did not attend the tour of the buildings.** (The bidder must provide relevant information regarding their familiarity with the physical layout, condition, etc. of the building. The bidder is advised that neither the review of building floor plans nor an independent public viewing give an accurate account of knowledge of the building for pest control purposes.)

**Explanation:** _____

**EXHIBIT A (continued)**

**PRICING PAGE**

**Bidder's Acceptance of the State Purchasing Card (Visa):**

The bidder should indicate agreement/disagreement to allow the Department to make purchases using the state purchasing card (Visa). If the bidder agrees, the bidder shall be responsible for all service fees, merchant fees and/or handling fees. Furthermore, the bidder shall agree to provide the items/services at the prices stated herein.

Agreement ✓ Disagreement _____

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

Company Name: Brad Greer Pest Control

Print Name: Brad Greer Email Address: greerpest@yahoo.com

Signature: [signature] Date: 3-5-2013

\

**EXHIBIT D, continued**

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

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

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

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's name and the MOU signature page completed and signed by the bidder and the Department of Homeland Security – Verification Division.
- ✓ A completed, notarized Affidavit of Work Authorization signed and dated on or after **September 1, 2009**.

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: Mo. Dept Corrections (Charston Mo.)

(*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: 2011

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: Mo. Dept of Corrections (Charston Mo.)
(if known)

Brad Greer Pest Control
Authorized Business Entity Representative's Name
(Please Print)

[illegible]
Authorized Business Entity Representative's Signature

~~Brad Greer~~ 202973
E-Verify MOU Company ID Number

greerpest123@yahoo.com
~~Brad Greer Pest Control~~
E-Mail Address

Brad Greer Pest Control
Business Entity Name

3-5-13
Date

**FOR STATE USE ONLY:**
Documentation Verification Completed By:

Buyer Date

**EXHIBIT C (continued)**
**MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

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

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

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

_____

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

**Date** SDV's Documents were Submitted: _____

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

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

| | |
|---|---|
| NA | NA |
| Service-Disabled Veteran's Name (Please Print) | Service-Disabled Veteran Business Enterprise Name |
| | _____ |
| NA | _____ |
| Service-Disabled Veteran's Signature | Missouri Address of Service-Disabled Veteran Business Enterprise |
| _____ | _____ |
| Phone Number | Website Address |
| _____ | _____ |
| Date | E-Mail Address |

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

**FOR STATE USE ONLY**

SDV Documents - Verification Completed By:

| | |
|---|---|
| _____ | _____ |
| Procurement Officer | Date |

## Petet, Gwen

**From:** BRAD GREER [greerpest123@yahoo.com]
**Sent:** Sunday, March 24, 2013 10:16 AM
**To:** Petet, Gwen
**Subject:** pest contro bid

Gwen the bid is 900.oo month for all services for 12 months thank u Brad Greer 573-624-9490

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From Brad Greer Pest Control
PO Box 327
Essex, Mo. 63846

03-11-13A09:19 RCVD

Pest Control Bid

IFB 1370089

**TO** Mo. Dept Corrections
Fiscal Mangement Unit
Purchasing Section
2729 Plaza Dr. PO Box 236
Jefferson City MO 65102

Label 228, January 2008

Country of Destination: /Pays de destination:

EP-14

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# 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:**
**Gwen Petet**
**Procurement Officer I**
**Telephone: (573) 522-2109**
**gwen.petet@doc.mo.gov**

# IFB 13709089

## Pest Control Services

**FOR**

**Department of Corrections**

**Southeast Correctional Center**

**Contract Period: May 1, 2013 through April 30, 2014**

**Date of Issue: February 15, 2013**


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

**2:00 p.m., Thursday, March 14, 2013**

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

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

**Company Name:** _____

**Mailing Address:** _____

**City, State Zip:** _____

**Telephone:** _____ **Fax:** _____

**Federal EIN #:** _____ **State Vendor #** _____

**Email:** _____

**Authorized Signer's Printed Name and Title** _____

**Authorized Signature:** _____ **Bid Date** _____

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

Contract No.

_____

Dave Dormire, Director, Division of Adult Institutions — 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 The Missouri Department of Corrections is accepting competitive, sealed bids to establish a contract for pest control services for the Southeast Correctional Center as set forth herein.

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

a. Introduction and General Information
b. Contractual Requirements
c. Bid Submission Information
d. Evaluation and Award Process
e. Pricing Page
f. Exhibits A – D
g. Terms and Conditions

## 1.2 Background Information

1.2.1 The facility is located at 300 E. Pedro Simmons Drive, Charleston, Missouri, and is an adult male correctional facility.

1.2.3 The buildings to be serviced are:

| Buildings | Approximate Square Feet |
|---|---|
| Housing Units 1 | 14,620 |
| Housing Units 2 – 6 | 185,160 (37,032 each) |
| Administration Building | 19,560 |
| Central Services Building | 135,030 |
| Garage | 9,079 |
| Maintenance Building | 6,000 |
| Observation Post 1 | 1,100 |
| Observation Post 2 | 465 |
| Power Plant | 6,845 |
| Bio Mass Building | 4,800 |
| Work Cadre Building (HU 7) | 14,464 |
| Pole Barn | 5,000 |
| Recycling Center | 1,400 |
| Strip-Out Building | 144 |
| Pump House | 990 |
| Containers 1 – 4 | 640 (160 each) |
| Container 5 | 320 |
| Yards inside institution perimeter | 391,880 |

## 1.3 Tour of the Buildings

1.3.1 Potential bidders are invited to attend a non-mandatory tour of the buildings located at 300 E. Pedro Simmons Drive, Charleston, Missouri. The tour will be held on Thursday, February 28, 2013 beginning promptly at 9:00 a.m. The purpose of the tour is to allow potential bidders to inspect the buildings before submitting a bid. **POTENTIAL BIDDERS SHALL NOT BE PERMITTED TO SCHEDULE TOURS AT DIFFERENT TIMES OR DATES.**

## McGhee, Kathy

**From:** McGhee, Kathy
**Sent:** Thursday, February 14, 2013 2:38 PM
**To:** 'lynnrousan@yahoo.com'
**Cc:** Meyer, Lisa
**Subject:** 13-0214 - SDA50300205 AMEND 2 PROJECT 13708321

Lynn Rousan
lynnrousan@yahoo.com

The Purchasing Section is requesting your review and assistance in applying your approval signature on the attached amendment.

SDA50300205
AMEND 2.pdf

If acceptable, please print two (2) originals, apply approval signature and return both originals to the Purchasing Section (address below). Once Missouri Department of Corrections approval signatures have been applied, a signed original will be sent to you.

For assistance attached is a copy of the current contract, SDA50300205.

CONTRACT
SDA50300205.pdf

*Kathy S. McGhee*
**Senior Office Support Assistant**
Missouri Department of Corrections, Human Services
FMU/Purchasing Section
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102
Telephone: (573) 526-6406
Fax: (573) 522-1562
email: kathy.mcghee@doc.mo.gov

# 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:**
**Gwen Petet**
**Procurement Officer I**
**Telephone: (573) 522-2109**
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**FOR**

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**Mailing Address:** _____

**City, State Zip:** _____

**Telephone:** _____ **Fax:** _____

**Federal EIN #:** _____ **State Vendor #** _____

**Email:** _____

**Authorized Signer's Printed Name and Title** _____

**Authorized Signature:** _____ **Bid Date** _____

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

Contract No.

_____

Dave Dormire, Director, Division of Adult Institutions Date

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

# 1. INTRODUCTION AND GENERAL INFORMATION

## 1.1 Introduction

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| Observation Post 1 | 1,100 |
| Observation Post 2 | 465 |
| Power Plant | 6,845 |
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1.3.2 Any bidder interested in attending the tour should contact Sharon Underhill, Business Manager, at (573) 683-3562, ext 1020 or Sharon.Underhill@doc.mo.gov at least three (3) business days prior to the tour to register.

a. Any potential bidder interested in participating in a tour must provide the full name and valid Missouri driver's license number of each individual planning to attend a site inspection. If the bidder does not have a valid Missouri driver's license, their social security number and date of birth are required.

b. Each potential bidder is limited to two (2) individuals at the tour. Potential bidders are allowed to bring a small flashlight, less than eight (8) inches in length, with AA batteries or lower.

c. Each person attending the tour will be required to have a valid government issued ID. Cell phones, cameras, tape recorders, purses and/or camouflage attire will not be permitted inside the facility.

d. The Department of Corrections reserves the right to accept or reject any person requesting a tour of the buildings.

1.3.2 Each bidder is solely responsible for a prudent and complete personal inspection, examination, and assessment of the work site condition, facilities, and/or any other existing condition, factor, or item that may affect or influence the performance of service described and required by the Contractual Requirements.

1.3.3 Bidders are strongly encouraged to advise the Department of Corrections at the time of making the appointment of any special accommodations needed for disabled personnel who will be attending the tour so that these accommodations can be made.

**1.4 Contact**

1.4.1 Bidders are cautioned not to contact any other employees of the Department of Corrections concerning this procurement during the competitive and evaluation processes. **Inappropriate contacts are grounds for exclusion from this or future bidding opportunities.**

## 2. CONTRACTUAL REQUIREMENTS

**2.1 General Requirements**

2.1.1 The contractor shall provide pest control services for the buildings located at **300 E. Pedro Simmons Drive, Charleston, Missouri** for the Department of Corrections, (hereinafter referred to as the Department), in accordance with the provisions and requirements specified herein.

2.1.2 The contractor shall provide services during normal business hours of 8:00 a.m. through 4:00 p.m., Monday through Friday, or at times mutually agreeable to the contractor and the Department. The contractor must perform all pest control services as required herein in a manner satisfactory to and acceptable by the Department in order to provide a pest free environment for the building(s), the building(s) contents, and the building(s) residents and employees. In the event that services are not satisfactorily performed, the contractor shall, within twenty-four (24) hours after notification, provide additional follow-up services at no charge to the Department.

2.1.3 The contractor shall agree and understand that the Department shall assign a contact person (hereinafter referred to as the "designated representative"). The Department reserves the right to have the designated representative accompany the contractor during the performance of the contractor's duties as specified herein, as well as, any follow-up services for unsatisfactory performance. Prior to each service call, the contractor shall report to the designated representative to sign in and obtain any performance problem tickets indicating areas for follow-up service, etc.

2.1.4 The contractor shall provide services for all areas described in the Introduction and General Information of this document. However, at any time during the effective period of the contract, the Department reserves the right to

change, add to, or delete areas of the building(s) for which the contractors shall provide services. In such event, payment to the contractor shall be adjusted as specified in the Payment and Invoicing Requirements of this document.

2.1.5 The contractor shall provide all labor, supervision, materials, etc. necessary for performing the requirements of the contract.

2.1.6 The contractor shall understand and agree that because the contractor was familiar with the building(s) and the conditions that existed prior to the award of the contract, the contractor shall not be relieved of the performance of the provisions and requirements specified herein.

**2.2 Equipment and Supply Requirements**

2.2.1 The contractor must furnish and maintain, in good repair, all equipment necessary to perform the requirements of the contract.

2.2.2 The contractor shall use chemicals that conform to federal, state and local requirements. The contractor must be in compliance with all provisions of chapter 281 RSMo, Missouri Pesticide Use Act, applicable to the contractor's service for the contract.

2.2.3 Products, Supplies, and Materials, hereinafter also referred to as "products" – The contractor shall agree and understand that the Department shall have the right to approve/disapprove the use of any product used in the performance of the services required herein.

a. Environmentally Preferable - In the performance of the services required herein, the contractor should use environmentally preferable products, unless specified elsewhere.

1) For the purposes of the contract, "environmentally preferable" shall be defined as those products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. The comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse/post consumer content, operation, biodegradability, and pollution prevention through source reduction.

2.2.4 Prior to the contractor's use of any product/chemical in the building, the contractor shall provide a Material Safety Data Sheet (MSDS) for each such product/chemical. The contractor must maintain a file of the MSDS with the Fire & Safety Officer on site. The MSDS shall become the property of the State of Missouri.

2.2.5 The contractor shall take all necessary precautions to prevent injury to humans and property and to prevent environment damage. The contractor shall not use any products, supplies or equipment which may be injurious or damaging to the surfaces upon which they shall be applied.

**2.3 Specific Service Requirements**

2.3.1 The contractor shall provide pest control services using one, some or all of the below methods as necessary to provide optimum control. The contractor may use other methods of pest control upon approval by the Department. Any such methods shall be included in the prices specified on **EXHIBIT A,** Pricing Page.

a. Crack and crevice treatment
b. Spot application
c. Ultra-low volume application
d. Residual treatment
e. Insect baits (fly strips)
f. Covered bait stations for rodent control
g. Glue traps for insects and small rodents (must be non-toxic)

2.3.2 The contractor shall provide pest control services necessary to control pests, including but not limited to, the following:

| | | | |
|---|---|---|---|
| Rats, both indoors and outdoors | Flies | Water bugs | Spiders |
| Mice, both indoors and outdoors | Ants | Fruit Flies (Gnats) | |
| All species of Roaches | Springtails | Silverfish | |

2.3.3 The contractor shall provide initial treatment of all specified areas and shall provide routine treatments in accordance with the minimum service schedule outlined herein. The contractor must coordinate the exact timing of routine services with the Department in order to pose the least disruption and discomfort to offenders and employees of the Department.

2.3.4 The contractor shall provide a supply of fly strips and glue traps as requested by the facility.

2.3.5 The contractor shall treat all areas of the facility as needed to control pests in the specified areas in accordance with the minimum service schedule specified below:

a. **BI-MONTHLY REQUIREMENTS:** Two (2) times every month, within the first and third week of each month, the contractor shall treat the sections of Central Services Building that includes the kitchen, dining areas, canteen and the food service section of the warehouse.

b. **MONTHLY REQUIREMENTS:** One (1) time every month, within the first ten (10) workdays of each month, the contractor shall treat all areas of the Central Services Building that are not being treated bi-monthly, all Housing Units (1, 2, 3, 4, 5 and 6), Recycling Building, Work Cadres Building and all areas of the Administration Building.

c. **QUARTERLY REQUIREMENTS:** One (1) time every quarter, within the first ten (10) workdays of January, April, July and October, the contractor shall treat the Maintenance Building, Garage, Power Plant, Observation Posts (1 and 2), Pole Barn, Strip-Out Building, Pump House and Containers (1, 2, 3, 4 and 5).

d. **SEMI-ANNUAL REQUIREMENTS:** Two (2) times every year, within the first ten (10) workdays of January and July, the contractor shall treat all areas of the Garage and the Bio Mass Building. Two (2) times every year (in the spring and in the fall), the contractor shall fog the yards inside the institution's perimeter security fence for clover mites and spider mites. Two (2) times every year (in the spring and in the fall), the contractor shall fog the Observation Towers (2) for wasps, yellow jackets and bees.

2.3.6 In the event that treatment is required to eliminate re-infestation, the contractor shall treat the entire building(s) to preclude the re-infestation of pests.

2.3.7 The contractor shall alternate chemicals used for subsequent treatments to preclude possible resistance by pests to a particular chemical. The contractor shall not use poison or poisonous bait for rodent control.

2.3.8 The contractor shall perform all services in a safe manner and in accordance with the most modern and professional pest control procedures recommended by the National Pest Control Association.

2.3.9 The contractor must be in compliance with chapter 281 RSMo, Missouri Pesticide Act of 1974, and license and certification shall be for the category applicable to service required.

**2.4 Personnel and Security Requirements**

2.4.1 The contractor understands and agrees that by signing the IFB, the contractor certifies the following:

a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable state and federal laws. If the contractor is found in violation of this requirement or the applicable state, federal, and local laws and/or 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 of Missouri shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five (25) percent of the total amount due to the contractor.

b. The contractor agrees to fully cooperate with any audit or investigation from federal, state, or local enforcement agencies.

c. The contractor shall enroll or maintain enrollment and participate in E-Verify, a federal work authorization program, with respect to the employees working in connection with the contracted services included herein.

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

2.4.3 The contractor's personnel shall only be allowed in work areas to which they are assigned.

2.4.4 The contractor must ensure that each of the contractor's assigned personnel are reasonably dressed and groomed while on site, are wearing an article of clothing identifying the contractor, and have a visible picture ID tag at all times.

2.4.5 The contractor's personnel shall not loiter in the building(s) nor smoke anywhere in the building(s), including any interior loading dock area.

2.4.6 The contractor shall not use nor allow the contractor's personnel to use any State of Missouri telephones and/or equipment in the buildings.

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

**2.5 Contractor's Employees**

2.5.1 The contractor and all of the contractor's employees and agents providing services in any Department of Corrections institution must be at least 21 years of age. A Missouri Uniform Law Enforcement System (MULES) check or other background investigation shall be required on the contractor, the contractor's employees and agents before they are allowed entry into the institution. The contractor, its employees and agents understand and agree that the Department shall complete criminal background records checks at least every five (5) years for the contractor and the contractor's employees and agents that have the potential to have contact with offenders.

2.5.2 The institution shall have the right to deny access into the institution for the contractor and any of the contractor's employees and agents for any reason, at the discretion of the institution.

2.5.3 The contractor, its employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to providing services pursuant to a Department contract. Similarly, contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.

2.5.4 The contractor, its employees and agents shall at all times observe and comply with all applicable state statutes, Department rules, regulations, guidelines, internal management policies and procedures, and general orders of the Department that are applicable, regarding operations and activities in and about all Department property. Furthermore, the contractor, its employees and agents, shall not obstruct the Department or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the Department's policies and procedures relating to employee conduct.

a. The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender, or offender on offender, sexual harassment, sexual assault, sexual abuse and consensual sex.

(1) Any contractor or contractor's employee or agent who witnesses any form of sexual misconduct must immediately report it to the warden of the institution. If a contractor or contractor's employee or agent fails to report or knowingly condones sexual harassment or sexual contact with or between offenders, the Department may cancel the contract at the Department's sole discretion, require the contractor to remove the employee/agent from providing services under the contract.

(2) Any contractor or contractor's employee or agent who engages in sexual abuse shall be prohibited from entering the institution and shall be reported to law enforcement agencies and licensing bodies, as appropriate.

2.5.5 The contractor, its employees and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor, its employees and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.

2.5.6 If any contractor or contractor's employee or agent is denied access into the institution for any reason or is denied approval to provide service to the Department for any reason stated herein, it shall not relieve the contractor of any requirements of the contract. If the contractor is unable to perform the requirements of the contract for any reason, the contractor shall be considered in breach.

**2.6 Reporting Requirements**

2.6.1 Upon performing any service required herein, the contractor shall present a report to the Department's designated representative indicating areas serviced, infestation(s) present and the corrective action taken.

2.6.2 The contractor shall inform the Department's designated representative regarding safety precautions, if any, that should be exercised when using a recently treated area.

**2.7 Payment and Invoicing Requirements**

2.7.1 All payment terms shall be as stated in the terms and conditions of this contract. Payments will be processed based on final delivery, inspection, and acceptance of the items/services.

2.7.2 The contractor shall accurately invoice per the price indicated on **EXHIBIT A**, Pricing Page.

2.7.3 The Department may choose to use the state purchasing card (Visa) in place of a purchase order to make purchases in the 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 state 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
Fiscal Management Unit
P.O. Box 236
Jefferson City MO 65102

2.7.4 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.

a. If the state purchasing card (Visa) is used for payment, an itemized invoice reflecting the charged amount must be faxed or emailed to the institution within one (1) business day. **The state purchasing card shall not be charged until the goods/services are received and accepted**

2.7.5 The contractor's invoice should include any discount for prompt payment as indicated on **EXHIBIT A**, Pricing Page.

2.7.6 If the contractor maintains an e-commerce web application that enables Department staff to view and print invoices and invoice history, the contractor shall indicate on **EXHIBIT A**, Pricing Page the web site address where Department staff may access invoices. Upon award of contract, the contractor shall provide the Department with a customer number in order for Department staff to access invoices and invoice history.

2.7.7 The Department does not pay state or federal sales tax. The Department shall not make additional payments or pay add-on charges.

**2.8 Other Contractual Requirements**

2.8.1 Contract – 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 acceptance of the 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.

a. A notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.

b. The contract expresses the complete agreement of the parties and performances shall be governed solely by the specifications and requirements contained therein.

2.8.2 Contract Period – The original contract period shall be as stated on page one (1) of the 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 twelve (12) month 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.

2.8.3 Renewal Periods – If the Department exercises the option for renewal, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price quoted for the applicable renewal periods 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 period.

2.8.4 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 State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. 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. 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. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

a. Pursuant to section 285.530 (1) 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 section 285.530 (1) RSMo, if the contract binding the contractor and subcontractor affirmatively states that:

1) the direct subcontractor is not knowingly in violation of section 285.530 (1) RSMo and;

2) shall not henceforth be in such violation and;

3) the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

2.8.5 Notices – Any written notice to the contractor shall be deemed sufficient when emailed to the contractor at the email address designated in the contract, or to an email address the contractor may have requested in writing, or deposited in the United States mail, postage prepaid and addressed to the contractor at the address designated in the contract, or at an address the contractor may have requested in writing.

**2.9 Contractor Liability and Insurance**

2.9.1 The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.

2.9.2 The contractor shall be responsible for any and all injury or 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 to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assigns, 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 assigns, 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. However, 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 assigns.

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

**2.10 Affidavit of Work Authorization and Documentation**

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

2.10.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.

2.10.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state or local laws enforcement agencies.

**2.11 E-Verify**

2.11.1 If the contractor meets the definition of a business entity as defined in section 285.525 RSMo, pertaining to section 285.530 RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525 RSMo, pertaining to section 285.530 RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

a. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; **AND**

b. Provide to the Department the documentation required **EXHIBIT D**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; **AND**

c. Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the **EXHIBIT D**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

2.11.2 In accordance with subsection 2 of section 285.530 RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

## 3. BID SUBMISSION INFORMATION

### 3.1 Submission of Bids

3.1.1 The bidder is cautioned that it is the bidder's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the bid. The bidder's failure to submit such information may cause an adverse impact on the evaluation of the bid.

a. It is the bidder's sole responsibility to provide sufficient information to demonstrate that the bidder has the necessary knowledge, experience, and resources to accomplish the requirements.

b. By submitting a bid, the bidder agrees to furnish all services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained herein.

3.1.2 The bidder should complete and return **EXHIBIT B**, Miscellaneous Information. The bidder should state the Missouri Department of Agriculture certified applicator license number and expiration date on the form attached as **EXHIBIT B**, Miscellaneous Information to record and submit this information.

3.1.3 Familiarity with the Building – The bidder must be familiar with the buildings. In order to be considered *familiar* with the buildings, the bidder must either have attended a tour of the buildings or have knowledge of the buildings and any existing conditions and factors of the buildings that may affect the performance of the required services.

a. The facility will provide the Department with the attendance record documenting the bidders who attend a tour. The bidder shall be responsible for ensuring the bidder's attendance at the tour is documented. If the attendance record does not document the bidder's attendance at the tour, the bidder will not be recognized for having attended the tour.

b. If the bidder did not attend a tour, the bidder must provide relevant information regarding the bidder's knowledge of the buildings and any existing conditions and factors of the buildings that may affect the performance of the required services. Space is provided for the bidder to provide such information on **EXHIBIT B,** Miscellaneous Information.

1) For purposes of this procurement, a bidder will be considered knowledgeable of the buildings for reasons including, but not necessarily limited to, providing pest control services in the buildings within the past three (3) years.

2) The bidder is advised that a review of the buildings floor plans, an independent public viewing of the buildings, or discussions with the Department regarding the buildings shall not, for pest control purposes, satisfy the requirement regarding a bidder having knowledge of the buildings.

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

a. The Department reserves the right to reject any bid for reasons which may include but not necessarily be limited to:

1) receipt of any information, from any source, regarding unsatisfactory experience/performance of similar services by the bidder or any subcontractor(s) proposed to provide the pest control services within the past three (3) years, **and/or**

2) inability of the bidder to document performance of pest control services within the past three (3) years which are similar to the services required herein, particularly provided in similar sized buildings for a period of not less that twelve (12) consecutive months, **and/or**

3) the bidder's failure to document familiarity with the building. In addition, the Department reserves the right to reject a bid from one or more evaluations if the bidder has not had concurrent experience providing pest control services for the number of buildings proposed and/or for the total of the square footage of the buildings proposed.

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

**3.2 Compliance with Terms and Conditions**

3.2.1 The bidder is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the IFB and its contractual requirements. The bidder agrees that in the event of conflict between any of the bidder's terms and conditions and those contained in the IFB that the IFB shall govern. Taking exception to the Department's terms and conditions may render a bidder's bid non-responsive and may remove it from consideration for award.

**3.3 Firm, Fixed Pricing**

3.3.1 The bidder shall submit firm, fixed pricing for the original contract period as indicated on **EXHIBIT A,** Pricing Page.

a. The prices bid shall remain valid for 90 days from bid closing date unless otherwise indicated.

b. Pricing shall be considered firm for the duration of the contract period.

3.3.2 The bidder should indicate the maximum price applicable for the renewal option years. If a price is not quoted, (i.e. left blank) the Department shall have the right to execute the renewal option at the same price(s) quoted for the original contract period.

**3.4 Discounts for Prompt Payment**

3.4.1 The bidder should complete the "Terms" section on **EXHIBIT A**, Pricing Page.

**3.5 Vendor Information Data Form**

3.5.1 The Department maintains a current vendor database. If the bidder has not submitted a Vendor Information Data form with a revision date of 4-09, this form can be downloaded at http://doc.mo.gov/contracts.pfp and submitted with the bid response, mailed or faxed to the numbers indicated on the form, or emailed to doc.vendorinfo@doc.mo.gov.

**3.6 Missouri Service-Disabled Business Preference**

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

**4. EVALUATION AND AWARD PROCESS**

**4.1 Evaluation Process** – Bids shall be reviewed to determine if the bid complies with the mandatory requirements and to determine the lowest responsible and reliable bidder.

4.1.1 The cost evaluation shall be based on a total cost calculated using the quantities provided below and the firm, fixed and maximum prices specified on **EXHIBIT A**, Pricing Page. The evaluation of cost will include the original and any potential renewal periods.

Bi-Monthly pest control services: firm, fixed price x 24 = Annual cost

Monthly pest control services: firm, fixed price x 12 = Annual cost

Quarterly pest control services: firm, fixed price x 4 = Annual cost

Semi-Annual pest control services: firm, fixed price x 2 = Annual cost

a. Evaluation of Cost – The cost evaluation shall be computed as follows:

$$\frac{\text{Lowest Responsive Bid Price}}{\text{Compared Bid Price}} \times 100 + \text{earned preference points} = \text{Total Cost Evaluation Points}$$

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

**4.2 Determination for Award** – The award shall be made to the bidder with the highest number of total cost evaluation points.

4.2.1 The Department reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the bidder to meet mandatory general performance specifications; and/or 2) failure of the bidder to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the bidder within the past three years; and/or 4) the bidder's failure to document familiarity with the building. As deemed in its best interests, the Department of Corrections reserves the right to clarify any and all portions of any bidder's offering.

# EXHIBIT A

## PRICING PAGE

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

| Line Item | Description | Original Contract Period Firm, Fixed Price | First Renewal Period Maximum Price | Second Renewal Period Maximum Price |
|---|---|---|---|---|
| 001 | Bi-Monthly Pest Control Services (Areas specified in 2.3.5. a) | $ _____ Per treatment | $ _____ Per treatment | $ _____ Per treatment |
| 002 | Monthly Pest Control Services (Areas specified in 2.3.5. b) | $ _____ Per treatment | $ _____ Per treatment | $ _____ Per treatment |
| 003 | Quarterly Pest Control Services (Areas specified in 2.3.5. c) | $ _____ Per treatment | $ _____ Per treatment | $ _____ Per treatment |
| 004 | Semi-Annual Pest Control Services (Areas specified in 2.3.5. d) | $ _____ Per treatment | $ _____ Per treatment | $ _____ Per treatment |

**Terms:**

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

_____% if paid within _____ days of receipt of invoice.

**Web Site:**

The bidder should state web site address if online invoicing is available: _____

**EXHIBIT A (continued)**

**PRICING PAGE**

**Bidder's Acceptance of the State Purchasing Card (Visa):**

The bidder should indicate agreement/disagreement to allow the Department to make purchases using the state purchasing card (Visa). If the bidder agrees, the bidder shall be responsible for all service fees, merchant fees and/or handling fees. Furthermore, the bidder shall agree to provide the items/services at the prices stated herein.

Agreement _____ Disagreement _____

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

Company Name: _____

Print Name: _____ Email Address: _____

Signature: _____ Date: _____

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## EXHIBIT B

## 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: | | |
| | In what office/agency are they employed? | |
| | Employment Title: | |
| Percentage of ownership interest in bidder's organization: | | _____ % |

**Missouri Department of Agriculture Certified Applicator license** – State license number and expiration date:

License Number _____ Expiration Date _____

**Personnel** – Provide a list of employees who will be providing pest control services at the Fulton Reception and Diagnostic Center. (*Use additional sheets if necessary)*

1. _____

2. _____

3. _____

4. _____

5. _____

## EXHIBIT B (continued)

## MISCELLANEOUS INFORMATION

**Familiarity of Buildings**

The bidder must document a thorough knowledge of the buildings based on either (1) the bidder's attendance of a tour of the buildings, or (2) through other knowledge of the buildings gained from some other means.

_____ **I attended a tour of the buildings.** (The attendance record shall verify the bidder's attendance.)

_____ **I did not attend the tour of the buildings.** (The bidder must provide relevant information regarding their familiarity with the physical layout, condition, etc. of the building. The bidder is advised that neither the review of building floor plans nor an independent public viewing give an accurate account of knowledge of the building for pest control purposes.)

**Explanation:** _____

_____

_____

_____

_____

_____

_____

## EXHIBIT C

## MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

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

**DEFINITIONS:**

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

**Service-Disabled Veteran Business Enterprise (SDVE)** is defined as a business concern:

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

**STANDARDS:**

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

a. Doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;

b. Having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs.

c. Having the management and daily business operations controlled by one (1) or more SDVs;

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

e. Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

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

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

**EXHIBIT C (continued)**
**MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

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

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

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

_____

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

**Date** SDV's Documents were Submitted: _____

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

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

| | |
|---|---|
| Service-Disabled Veteran's Name (Please Print) | Service-Disabled Veteran Business Enterprise Name |
| Service-Disabled Veteran's Signature | Missouri Address of Service-Disabled Veteran Business Enterprise |
| Phone Number | Website Address |
| Date | E-Mail Address |

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

**FOR STATE USE ONLY**

SDV Documents - Verification Completed By:

| | |
|---|---|
| Procurement Officer | Date |

# EXHIBIT D

## BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

**BUSINESS ENTITY CERTIFICATION:**

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

| | |
|---|---|
| BOX A: | To be completed by a non-business entity as defined below. |
| BOX B: | To be completed by a business entity that has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm. |
| BOX C: | To be completed by a business entity who has already submitted documentation with a notarized date on or after **September 1, 2009**, to a Missouri state agency including Division of Purchasing and Materials Management. |

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

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

### BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (Bid 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 Missouri Department of Corrections with all documentation required in Box B of this exhibit.

| | |
|---|---|
| _____ | _____ |
| Authorized Representative's Name (Please Print) | Authorized Representative's Signature |
| _____ | _____ |
| Company Name (if applicable) | Date |

**EXHIBIT D, continued**

**BOX B – CURRENT BUSINESS ENTITY STATUS**

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

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

| | |
|---|---|
| _____ | _____ |
| Authorized Business Entity Representative's Name (Please Print) | Authorized Business Entity Representative's Signature |
| _____ | _____ |
| Business Entity Name | Date |
| _____ | |
| E-Mail Address | |

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

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

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

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

**EXHIBIT D, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

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

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

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

_____ _____
Authorized Representative's Signature Printed Name

_____ _____
Title Date

_____
E-Mail Address

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

_____ _____
Signature of Notary Date

**EXHIBIT D, continued**

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

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

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

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's name and the MOU signature page completed and signed by the bidder and the Department of Homeland Security – Verification Division.
- ✓ A completed, notarized Affidavit of Work Authorization signed and dated on or after **September 1, 2009**.

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

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

**Date** of Previous E-Verify Documentation Submission:_____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted:

_____
(if known)

| | |
|---|---|
| _____ | _____ |
| Authorized Business Entity Representative's Name (Please Print) | Authorized Business Entity Representative's Signature |
| _____ | _____ |
| E-Verify MOU Company ID Number | E-Mail Address |
| _____ | _____ |
| Business Entity Name | Date |

**FOR STATE USE ONLY:**

Documentation Verification Completed By:

| | |
|---|---|
| _____ | _____ |
| Buyer | Date |

**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. PROCUREMENT AUTHORITY AND CONTRACT ADMINISTRATION

a. The Office of Administration has issued a delegation of authority to the Department that enables the Department to develop, evaluate, and award contracts with a value up to $24,999.99.
b. 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.
c. 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 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. Hard copy bids may be mailed to the Department's post office box address. However, 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) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
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.

**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.
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 funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the Department for any 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. 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.

**29. 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).

**30. 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.

**31. 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.