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

**RETURN AMENDMENT NO LATER THAN SEPTEMBER 4, 2015 TO:**
Beth Lambert, Procurement Officer II
Beth.Lambert@doc.mo.gov
(573)522-6494 (Phone)
(573) 522-1562 (Fax)
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

| DATE | VENDOR IDENTIFICATION | CONTRACT NUMBER | CONTRACT DESCRIPTION |
|---|---|---|---|
| August 20, 2015 | Midwest Contract Services Inc.<br>4741 Central St. Ste. 227<br>Kansas City, MO 64112 | Amendment 002<br>Y13709264 | Janitorial Services<br>for<br>Popular Bluff Community Supervision Center |

**CONTRACT Y13709264 IS HEREBY AMENDED AS FOLLOWS:**

Pursuant to paragraph 3.2.1 on page 11, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of 01/01/2016 through 12/31/2016.

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.**

**Ellic McSwain, Chairman, Board of Probation and Parole** — **Date** 8/21/18

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

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

| DATE | VENDOR IDENTIFICATION | CONTRACT NUMBER | CONTRACT DESCRIPTION |
|---|---|---|---|
| 10/30/2014 | Midwest Contract Services Inc.<br>4741 Central St. Ste. 227<br>Kansas City, MO 64112 | Amendment 001<br>Y13709264 | Janitorial Services<br>for<br>Popular Bluff Community Supervision Center |

**CONTRACT Y13709264 IS HEREBY AMENDED AS FOLLOWS:**

Pursuant to paragraph 3.2.1 on page 11, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of 01/01/2015 through 12/31/2015.

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.**

**Eric McSwain, Chairman, Board of Probation and Parole** — **Date** 11/5/14

# 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:**
**Sam Hammond**
**Procurement Officer I**
**Telephone: (573) 526-6590**
**Samuel.Hammond@doc.mo.gov**

# IFB 13709264

**Janitorial Services**
**1441 Black River Industrial Park Rd.**
**Poplar Bluff, Missouri**

**FOR**

**Department of Corrections**
**Probation and Parole**

**Contract Period: Date of Award through One Year**
**Date of Issue: November 8, 2013**
**Page 1 of 38**

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

**2:00 p.m., Tuesday, November 26 , 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: Midwest Contract Services, Inc.
Mailing Address: 4741 Central St. Suite 227
City, State, Zip: Kansas City, MO 64112
Telephone: (816) 221-0555 Fax: (816) 221-0015
Federal EIN #: 02-0532398 State Vendor #:
Email: mwalker@midwest1.net

Authorized Signer's Printed Name and Title: Michael Walker President

Authorized Signature: Michael Walker Bid Date: 11/18/2013

**NOTICE OF AWARD:**

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

Contract No. Y13709264 Accepted in its entirety

Ellis McSwain, Chairman - Board of Probation and Parole Date 12/12/13

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

**EXHIBIT A, Pricing Page**

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

| **Description** c/s code: 91039 | **Original Contract Period Firm, Fixed Price** | **First Renewal Period Maximum Price** | **Second Renewal Period Maximum Price** |
|---|---|---|---|
| Janitorial Services for: 1441 Black River Industrial Park Poplar Bluff, Missouri | $ 0.15 per square foot, per month | $ 0.15 per square foot, per month | $ 0.15 per square foot, per month |

**Terms:**

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

0 % if paid within N/A days of receipt of invoice.

**Employee Bidding/Conflict of Interest:**

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

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

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

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

---

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

Company Name: MIDWEST CONTRACT SERVICES INC

Authorized Signature: Michael Walker Printed Name: MICHAEL WALKER

Date: 11-20-2013 Email: MWALKER@MIDWEST1.NET

## EXHIBIT B

## CURRENT/PRIOR EXPERIENCE VERIFICATION

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

| **Bidder Name or Subcontractor Name:** MIDWEST CONTRACT SERVICES | |
|---|---|
| **Reference Information (Current/Prior Services Performed For):** | |
| Name and Address of Reference Company: | MO. DEPT CORRECTIONS – JOPLIN, MO.<br>1919 RANGELINE<br>JOPLIN, MO. 64801 |
| Name, Title, Telephone Number, and Email Address of Reference Contact Person: | CHERYLON WINNINGHAM DIST. ADMIN<br>(417) 629-3200 EXT. 227<br>CHERYLON.WINNINGHAM@DOC.MO.GOV |
| Dates of Service: | JAN. 2013 – CURRENT |
| If contract has terminated, specify reason: | |
| Annual Dollar Value of Services | $9,780.00 |
| Description of the Building (e.g. office bldg., warehouse, doctor's office, etc.) and Number of People Occupying the Building | OFFICE<br>30-40 EMPLOYEES |
| Square Footage of the Building | Total Square Feet Cleaned: 9,000<br>Square Feet of Carpeted Area: 8,500<br>Square Feet of Hard Surface Floors: 500 |
| Description of Prior Services Performed, Including<br>• Whether the Bidder Provided the Cleaning Equipment/Supplies and Chemicals<br>• Whether the Bidder Performed the Carpet Cleaning<br>• Whether a Day Porter/Matron was Provided | GENERAL CLEANING, VACUUMING, DUSTING, TRASH REMOVAL, SWEEP/MOP<br>STRIP/WAX FLOORS, CARPET CLEANING<br>NO DAY PORTER |

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

*Signature of Person Verifying Information* *Date of Signature*

**EXHIBIT B**

**CURRENT/PRIOR EXPERIENCE VERIFICATION**

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

**Bidder Name or Subcontractor Name:** MIDWEST CONTRACT SERVICES

**Reference Information (Current/Prior Services Performed For):**

| | |
|---|---|
| Name and Address of Reference Company: | WATER DEPT. 616 NE. DOUGLAS ST. CITY OF LEE'S SUMMIT, MO LEE'S SUMMIT, MO. 64063 |
| Name, Title, Telephone Number, and Email Address of Reference Contact Person: | RONNA CAMPBELL ADMIN. SUPERVISOR 816 969-1956 RONNA.CAMPBELL@CITYOFLS.NET |
| Dates of Service: | 4-2012 – CURRENT |
| If contract has terminated, specify reason: | |
| Annual Dollar Value of Services | $20,000 + |
| Description of the Building (e.g. office bldg., warehouse, doctor's office, etc.) and Number of People Occupying the Building | OFFICES, WAREHOUSE<br>30-50 EMPLOYEES |
| Square Footage of the Building | Total Square Feet Cleaned: 18,000<br>Square Feet of Carpeted Area: 0<br>Square Feet of Hard Surface Floors: 18,000 |
| Description of Prior Services Performed, Including<br>• Whether the Bidder Provided the Cleaning Equipment/Supplies and Chemicals<br>• Whether the Bidder Performed the Carpet Cleaning<br>• Whether a Day Porter/Matron was Provided | GENERAL CLEANING, VACUUM, DUSTING, TRASH REMOVAL, SWEEP/MOP<br>STRIP/WAX FLOORS |

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

*Signature of Person Verifying Information* *Date of Signature*

**EXHIBIT B**

**CURRENT/PRIOR EXPERIENCE VERIFICATION**

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

| Bidder Name or Subcontractor Name: MIDWEST CONTRACT SERVICES | |
|---|---|
| **Reference Information (Current/Prior Service Performed):** | |
| Name and Address of Reference Company: | Jolley, Walsh, Hurley, Raisher & Aubry, P.C. |
| Name, Title, Telephone Number, and Email Address of Reference Contact Person: | John P. Hurley, Partner<br>816-561-3755 |
| Dates of Service: | 2005 – CURRENT |
| If contract has terminated, specify reason: | Contract ongoing |
| Annual Dollar Value of Services | |
| Description of the Building (e.g. office bldg., warehouse, doctor's office, etc.) and Number of People Occupying the Building | office building - Law offices<br>10 people |
| Square Footage of the Building | Total Square Feet Cleaned: 15,000<br>Square Feet of Carpeted Area: 15,000<br>Square Feet of Hard Surface Floors: 0 |
| Description of Prior Services Performed, Including<br>• Whether the Bidder Provided the Cleaning Equipment/Supplies and Chemicals<br>• Whether the Bidder Performed the Carpet Cleaning<br>• Whether a Day Porter/Matron was Provided | GENERAL CLEANING, VACUUM, DUSTING<br>SWEEP/MOPPING, TRASH REMOVAL<br>CARPET CLEANING<br><br>NO DAY PORTER |

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

Claudia [illegible]
*Signature of Person Verifying Information*
Legal Assistant

11/20/2013
*Date of Signature*

## EXHIBIT C
## MISCELLANEOUS INFORMATION

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

GENERAL CLEANING DONE 5 DAYS A WEEK. WEEKLY, MONTHLY QUARTERLY, BI-ANNUAL, ANNUAL CLEANING PROVIDED. ALL MIDWEST EMPLOYEES OR SUBCONTRACTOR MUST PAST BACKGROUND CHECK.

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

| Building | Type of Building (e.g. Office Building, Warehouse, School) | Date of Services Provided | Square Footage of Area Being Cleaned |
|---|---|---|---|
| WATER DEPT. LEE'S SUMMIT, MO. | 4 LOCATIONS OFFICES | OCT. 2011 – CURRENT | 18,000 |
| DEPT. CORRECTIONS – JOPLIN, MO. | OFFICE BLDG. | JAN. 2013 – CURRENT | 9,000 |
| MO. DEPT. LABOR – JOPLIN, MO. | OFFICE BLDG. | JAN. 2013 – CURRENT | 4,000 |
| LINWOOD LAW OFFICE | OFFICE BLDG | 6-2005 – CURRENT | 14,000 |
| [redacted] | [redacted] | [redacted] | [redacted] |
| AVIATION DEPT. KCI AIRPORT KCMO. | 4 LOCATIONS OFFICES | 6-2011 – CURRENT | 30,000 |
| | | | |
| | | | |

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

| Proposed Subcontractor Provide Name and Address | Identify the Service Proposed to be Provided by the Proposed Subcontractor |
|---|---|
| AT THIS TIME WE WILL NOT USE A SUBCONTRACTOR. IF THIS CHANGES, WE WILL CONTACT THE DIV. OF PURCHASING. | |

Michael Walker

**EXHIBIT D, (CONTINUED)**

[redacted]

BOX C AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

**Date** of Previous E-Verify Documentation Submission: 11-5-2013

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

MICHAEL WALKER
Authorized Business Entity Representative's Name (Please Print)

Michael Walker
*Authorized Business Entity Representative's Signature*

MIDWEST CONTRACT SERVICES INC.
Business Entity Name

11-18-2013
Date

MWALKER@MIDWEST1.NET
E-Mail Address

548886
E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

_____
Procurement Officer

_____
Date

# INVITATION FOR BID

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

# IFB 13709264

**Janitorial Services**
**1441 Black River Industrial Park Rd.**
**Poplar Bluff, Missouri**

**FOR**

**Department of Corrections**
**Probation and Parole**

**Contract Period: Date of Award through One Year**
**Date of Issue: November 8, 2013**


**Buyer of Record:**
**Sam Hammond**
**Procurement Officer I**
**Telephone: (573) 526-6590**
**Samuel.Hammond@doc.mo.gov**

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

**2:00 p.m., Tuesday, November 26 , 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.

_____ _____

Ellis McSwain, Chairman - Board of Probation and Parole Date

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

# 1. INTRODUCTION

## 1.1 Purpose:

1.1.1 The Missouri Department of Corrections (hereinafter referred to as the Department) is accepting competitive, sealed bids to establish a contract for janitorial services for Poplar Bluff Community Supervision Center (hereinafter referred to as PBCSC) as set forth herein.

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

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

## 1.2 Background Information:

1.2.1 The building located at 1441 Black River Industrial Park Road, Poplar Bluff, Missouri consists of offices of the Department of Corrections, Probation and Parole. There are forty-seven (47) full time staff currently assigned to this location.

1.2.2 The location is approximately 11,522 total square feet in size. There are approximately 5,009 square feet of carpeting and 6,543 square feet of hard surface floor.

1.2.3 A previous contract exists for the services being obtained via the IFB. A copy of the contract can be viewed and printed from the Department of Corrections website at http://doc.mo.gov/DHS/General_Services_Awarded.php. Please reference contract number Y11709019 when searching for the document.

## 1.3 Tour of Building:

1.3.1 Potential bidders are invited to attend a non-mandatory pre-bid meeting and a tour of the buildings located at 1441 Black River Industrial Park Road, Poplar Bluff, Missouri. The pre-bid meeting and tour will be held on Tuesday, November 19 beginning promptly at 2:00 pm. The purpose of the pre-bid meeting and tour is to allow potential bidders an opportunity to ask questions and to inspect the buildings before submitting a bid. **POTENTIAL BIDDERS SHALL NOT BE PERMITTED TO SCHEDULE TOURS AT DIFFERENT TIMES OR DATES.**

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

1.3.3 Any bidder interested in attending the tour should contact Martha Cash at (573) 840-9555 ext. 233 or Martha.Cash@doc.mo.gov, at least three (3) business days prior to the tour to register.

a. The bidder must provide to Ms. Cash a valid Missouri driver's license for each person attending. If the person attending does not have a Missouri driver's license, their social security number and date of birth are required.

b. No one will be admitted after ten (10) minutes from the time set for the beginning of the tour.

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

d. Each potential bidder is limited to two (2) individuals at the site inspection.

e. The Department reserves the right to accept or reject any person requesting site inspection.

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

1.3.5 Bidders are strongly encouraged to advise the Department at least five (5) days prior to the scheduled tour of the facility, of any special accommodations needed for disabled personnel who will be attending the tour so that these accommodations can be made.

1.3.6 Other than the questions related to the tour, all questions regarding the Invitation for Bid and/or the competitive procurement process must be directed to Sam Hammond at (573) 526-6590 or Samuel.Hammond@doc.mo.gov.

## 2. CONTRACTUAL REQUIREMENTS

### 2.1 General Requirements:

2.1.1 The contractor shall provide janitorial services for state-leased buildings located in 1441 Black River Industrial Park Road, Poplar Bluff, Missouri for the Department of Corrections, (hereinafter referred to as the Department), in accordance with the provisions and requirements specified herein.

2.1.2 The contractor shall provide services for those areas of the building(s) specified by the Department.

a. The contractor shall agree and understand that the Department may add or delete areas of the building(s) at any time during the term of the contract.

2.1.3 The contractor must perform all janitorial services as required herein in a consistent manner satisfactory to and acceptable by the Department in order to provide a clean and sanitary environment for the building(s), the buildings' contents, the buildings' tenants, and the general public. The contractor shall agree and understand that the buildings' tenants shall assign a contact person (hereinafter referred to as the *"lead tenant contact person"*) to inspect, review, oversee, and coordinate janitorial services with the contractor.

2.1.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, equipment, supplies, and cleaning products necessary to perform the services required herein.

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

2.2.1 The contractor must furnish and maintain, in good repair, all equipment including, but not limited to mops, brooms, buffers, vacuums, and any other equipment necessary.

a. All equipment provided by the contractor must be commercial grade.

b. The contractor must supply vacuum cleaners that meet requirements of the Carpet and Rug Institutes "Green Label" Vacuum Cleaner Criteria and are capable of capturing 96% of particulates 0.3 microns in size and operate with a sound level less than 70 decibels (dBA). (Information on CRI Green Label certification can be found at www.carpet-rug.org.)

c. Vacuums must be equipped with the proper filter or bag. The filters must be changed or cleaned consistent with the manufacturer's recommendations. Vacuum bags or canisters shall be inspected

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

2.2.2 Products, Supplies, and Materials (also referred to as "*products*") – The contractor shall agree and understand that the state agency shall have the right to approve/disapprove the use of any product used in the performance of the services required herein.

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

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

b. Active microfiber technology should be used where appropriate to reduce cleaning chemical consumption.

2.2.3 The contractor shall furnish supplies including plastic wastebasket liners, toilet tissue, paper towels, liquid hand soap, sand for ash trays, and all cleaning products necessary to perform the services required herein.

a. Toilet tissue should be non-chlorine bleached, 2-ply roll, must fit the tissue dispenser installed in the building(s), and should contain a minimum 20% post-consumer recycled paper (Envision, Scott, Cascades, Green Select, or equal).
b. Paper towels should be unbleached, must be folded to fit dispensers installed in the building(s), and should contain a minimum of 40% post-consumer recycled paper (Georgia Pacific, Scott, or equal).
c. Liquid hand soap must be a good grade containing antiseptic.
d. Plastic trash can liners should be manufactured using 30% recycled materials and of good grade.

2.2.4 The contractor must provide and maintain in good repair rugs/mats of the size, type, and quantity deemed necessary by the Department. The contractor must replace such rugs/mats as deemed necessary by the Department.

2.2.5 The contractor shall be assigned janitorial closets in the buildings for storage of equipment and a limited quantity of the products and supplies necessary for the buildings.

2.2.6 The contractor shall not use any product, equipment, or supplies which may be injurious or damaging to the surfaces upon which they are to be applied.

2.2.7 Prior to the contractor's use of any product/chemical in the building(s), the contractor shall provide a Material Safety Data Sheet for each such product/chemical. The contractor must maintain a file of the Material Safety Data Sheets in the janitorial closet in the building(s). The Material Safety Data Sheets shall become the property of the State of Missouri.

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

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

a. Thoroughly vacuum all carpet from wall to wall, including all entrance and exit rugs/mats.

b. Replace rugs/mats when necessary.

c. Spot clean all carpet as spots appear.

d. Thoroughly sweep and wet mop all hard service floors to give a clean and satisfactory appearance.

e. Empty all wastebaskets, trash cans and disposal containers, and place trash in appropriate containers.

f. Change all liners in kitchens, break rooms, and the lobby.

g. Replace plastic liners general staffing areas, and wash wastebaskets as needed.

h. Clean all kitchens and break rooms; wash and disinfect all hard surfaces.

i. Clean and disinfect drinking fountains.

j. Clean and disinfect all sinks in the building.

k. Wash all tables in building, including classroom and dining room tables.

l. Wipe all plastic chairs, as needed.

m. Clean both sides of entrance door glass, clean door glass frames and accompanying glass panels including transoms (inside), removing all fingerprints and dirt. Spot clean all other doors and frames.

n. Spot clean all interior glass, as needed.

o. Spot clean all walls, doors, frames, and partition surfaces, including light switches when required, to give a clean satisfactory appearance.

p. Remove all trash and sweep sidewalks for ten (10) feet from all entrances/exits to the building.

q. Sift sand and remove cigarette butts from all smoking receptacles outside the building. Replace sand when it becomes discolored.

r. Clean janitorial closets as needed after completion of the daily tasks and before exiting the building.

s. Perform any and all other related and contingent miscellaneous janitorial cleaning duties, which may arise from time to time.

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

a. Wipe/dust all horizontal and vertical surfaces to give a clean and satisfactory appearance.

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

c. Spray buff/high speed buff all vinyl tile floors.

d. Clean and disinfect all telephones.

e. Remove all trash and debris from the outside perimeter of the building(s), including parking lot(s).

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

a. Thoroughly scrub all hard surface floor areas removing all scuffs and black marks. Apply two (2) coats of skid-proof floor wax finish to vinyl tile. Do not wax ceramic tile.

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

c. Clean all baseboards.

d. Clean/vacuum cloth cubicle partitions, including the bases and tops.

e. Dust all coat racks.

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

a. Clean interior windows and other glass surfaces.

b. Brush and spot clean fabric furniture as needed.

c. Thoroughly wash, clean, and disinfect all wastebaskets.

d. Clean tops of wall-mounted cabinets.

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

a. Strip and refinish all vinyl tile floors with two (2) coats of skid-proof wax. Do not wax ceramic tile.

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

c. Dust all exposed pipes and ductwork.

d. Vacuum all upholstered furniture.

e. Clean light fixtures, as needed, to remove insects, dirt, etc. in and/or on the fixtures.

f. Clean/vacuum all vent covers.

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

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

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

a. Clean all restrooms including washing and disinfecting all hard surfaces located in the building.

b. Clean and disinfect drinking fountains.

c. Clean toilet bowls and seats, urinals, hand basins, counter tops, baby changing stations, and the walls around these fixtures.

d. Clean all mirrors, bright work, chrome pipes, and fittings.

e. Sweep and wet mop all restroom floors using a disinfectant.

f. Clean stall partitions, doors, door frames, and push plates (all sides).

g. Dust or wipe all horizontal surfaces.

h. Empty and clean (inside and out) all trash containers and disposals; change liners daily.

i. Replace all sanitary napkin receptacle liners.

j. Restock dispensers to normal limits (soap, toilet tissue, paper towels).

k. Remove all spots, stains, scuff marks, finger and handprints from surfaces.

l. Report any and all damage found.

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

a. Spray buff/burnish floors.

b. Spot clean exposed pipes.

2.4.4 MONTHLY REQUIREMENTS: One (1) time per month, within the first ten (10) consecutive work days of each month, the contractor must perform the monthly tasks listed below. Prior to performing the tasks

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

a. Clean and disinfect all walls.

b. Clean air diffusers in all restrooms.

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

**2.5 Personnel Requirements:**

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

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

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

a. Such contractor contact person must have the express authority to speak on behalf of the contractor and make decisions on behalf of the contractor.

b. By no later than ten (10) days after the award of the contract, the contractor shall provide the state agency and lead tenant contact person with the name, address, and telephone number for the contractor contact person.

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

2.5.5 The contractor's personnel shall only be allowed in work areas to which they are assigned. The contractor's personnel shall only take rest breaks in pre-assigned areas.

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

2.5.7 The contractor and/or the contractor's personnel must sign-in immediately upon arrival and prior to any services being provided and sign-out prior to leaving the building. The contractor must provide the sign-in/sign-out sheets. In addition, the sign-in/sign-out sheets must remain at a location designated by the state agency or lead tenant contact person.

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

2.5.9 The contractor shall not use nor allow the contractor's personnel to use any State of Missouri telephones or equipment in the building(s).

**2.6 Security Requirements:**

2.6.1 The contractor shall prevent all unauthorized persons from entering the building(s) and shall keep the building(s) locked while the contractor and the contractor's personnel are on the premises.

2.6.2 When the contractor and/or the contractor's personnel leave the building, the contractor shall lock all doors and turn off lights. In addition, if the building contains other security system(s), the contractor shall activate the system(s) according to state agency or lead tenant contact person's instructions in order to protect the security of the building.

2.6.3 The contractor shall be issued keys to all areas in which janitorial services shall be provided. The contractor must take care of and not lose any such keys. In addition, the contractor shall not duplicate any of the keys issued to the contractor. If evidence of duplication is ascertained beyond reasonable doubt, the Department shall have the right to immediately replace the locks and all keys and to charge the contractor for such replacement.

a. In the event the contractor or a person assigned by the contractor to perform services loses a key(s), the contractor must notify the lead tenant contact person within one (1) working day from the date the loss is discovered. The contractor shall pay the state agency for the actual costs incurred for the replacement of all locks and keys, including keys held by the building tenants.

b. At the expiration/termination/cancellation of the contract, the contractor must surrender all the keys issued to the contractor by the lead tenant contact person. Any payments due the contractor shall be withheld until the contractor has surrendered all keys issued. In the event that all keys are not returned, the contractor shall pay the state agency for the actual costs incurred for the replacement of all locks and keys, including keys held by the building tenants.

2.6.4 The Department and/or lead tenant contact person shall have the right to deny access to the building(s) to any of the contractor's personnel for any reason.

**2.7 Reporting Requirements:**

2.7.1 Prior to performing any of the monthly, quarterly, semi-annual, and annual tasks required herein, the contractor shall notify the lead tenant contact person in writing of the anticipated beginning and completion date for each required task. The contractor must follow-up with a written notice of the satisfactory completion thereof and shall obtain the written approval of each task from the state agency. Such notification shall hereinafter be referred to as the "*task schedule notice*".

2.7.2 The contractor shall maintain a daily log of all services performed on that day. The daily log shall also reference any abnormal or unusual conditions affecting the physical and material aspects of the building(s) or its contents, such as unlocked doors, breakage, damage, as well as any mitigating circumstances which prevented the contractor's personnel from performing the contractual service. The daily log shall remain at the building(s) at a mutually agreed to location accessible to both the contractor and the lead tenant contact person. The daily log shall become the property of the Department.

2.7.3 A communication log shall be located in the janitor's closet for daily communication between the contractor and the lead tenant contact person. All communication between the contractor and the lead tenant contact person regarding the requirements of the contract shall be documented on such log. The

lead tenant contact person and the contractor shall check the communication log on a daily basis. All communication shall be responded to in writing the following work day to include the date of the response, and signature of the person responding. The communication log shall remain on the premises of the building and shall remain the property of the Department.

**2.8 Invoicing and Payment Requirements:**

2.8.1 Prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx.

a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).

b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the Department's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:
https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx

2.8.2 Invoicing - The contractor shall submit a monthly invoice for services actually provided to the Department at the address stated below. The contractor's invoice must identify building cleaned, the firm, fixed per square foot, per month price as stated on the Pricing Page, the contract number, and the dates of service.

ADDRESS: Missouri Department of Corrections
DHS/Accounts Payable - Poplar Bluff CSC
P.O. Box 236
Jefferson City, MO 65102

2.8.3 Payment – Upon approval by the Department of the invoice and services provided during the month, the contractor shall be paid the firm, fixed per square foot, per month price specified on the Pricing Page for janitorial services actually provided. If a partial month of service is provided, the firm, fixed per square foot, per month price shall be divided by the total number of work days in that particular month to obtain a per square foot, per day price. The per square foot, per day price shall be, multiplied by the number of days in that particular month for which service was provided, rounded to the nearest cent.

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

**3. GENERAL REQUIREMENTS**

**3.1 Contract:**

3.1.1 A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Department's acceptance of the response (bid) by "notice of award". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.

3.1.2 A notice of award issued by the Department does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the Department, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.

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

3.1.4 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

**3.2 Contract Period:**

3.2.1 The original contract period shall be December 1, 2013 through November 30, 2014. The contract shall not bind, nor purport to bind, the Department for any contractual commitment in excess of the original contract period. The Department shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Department exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

**3.3 Renewal Period:**

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

a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.

b. The Department does not automatically exercise its option for renewal based upon the maximum price and reserves the right to request renewal of the contract at a price less than the maximum price stated.

**3.4 Termination:**

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

**3.5 Price:**

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

**3.6 Subcontractors:**

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

a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

d. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that

1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

**3.7 Contractor Liability:**

3.7.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

**3.8 Insurance:**

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

**3.9 Contractor's Employees:**

3.9.1 The contractor and all of the contractor's employees and agents providing services in any Department of Corrections institution must be at least 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 inmates.

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

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

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

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

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

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

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

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

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

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

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

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

**3.11 E-Verify:**

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

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

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

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

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

**4. BIDDER'S INSTRUCTIONS**

**4.1 Contact:**

4.1.1 Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc. related to the bid document must be referred to the Procurement Officer identified on the first page of this document. Such communication should be received at least ten calendar days prior to the official bid opening date.

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

**4.2 Vendor Information Data Form:**

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

**4.3 Bid Submittal Documentation:**

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

4.3.2 The bidder shall submit firm fixed prices on **Exhibit A**, Pricing Page.

4.3.3 Experience - The bidder should complete **Exhibit B**, Current/Prior Experience Verification with information related to previous and current services/contracts performed by the bidder's organization which are similar to the requirements of this IFB. If the bidder is proposing an entity other than the bidder to perform the required services, the bidder should also submit the information requested for such proposed subcontractor. If information about current and/or previous experiences is not identified in the bid or a sufficient number is not provided, the Department may request such information. If requested, the Department must receive the information by no later than the date specified by the Department at the time of the request.

4.3.4 The bidder should complete and submit **Exhibit C**, Miscellaneous Information.

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

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

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

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

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

**4.4 Business Compliance:**

4.4.1 The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) or by submitting an on-line bid that the bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include but may not be limited to:

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

**4.5 Evaluation and Award Process:**

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

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

1) The bidder must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of $5,000 or 2% of the total dollar value of the contract for purchases not exceeding $10 million.
2) The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
3) If the bidder is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the bidder <u>must</u> provide the following information with the bid:

✓ Participation Commitment - The bidder must complete **Exhibit E**, <u>Participation Commitment</u>, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder must be listed in the appropriate table on the Participation Commitment Form.

✓ Documentation of Intent to Participate – The bidder must either provide a properly completed **Exhibit F**, <u>Documentation of Intent to Participate Form</u>, signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop which: (1)

must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

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

b. A list of Missouri sheltered workshops can be found at the following internet address: http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html.

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

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

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

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

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

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

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

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

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

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

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

twelve consecutive months, and/or (3) the bidder's failure to document familiarity with the building,

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

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

## EXHIBIT A, Pricing Page

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

| **Description**<br>c/s code: 91039 | **Original Contract Period Firm, Fixed Price** | **First Renewal Period Maximum Price** | **Second Renewal Period Maximum Price** |
|---|---|---|---|
| Janitorial Services for:<br>1441 Black River Industrial Park<br>Poplar Bluff, Missouri | $_____<br>per square foot,<br>per month | $_____<br>per square foot,<br>per month | $_____<br>per square foot,<br>per month |

**Terms:**

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

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

**Employee Bidding/Conflict of Interest:**

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

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

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

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

---

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

Company Name: _____

Authorized Signature: _____ Printed Name: _____

Date: _____ Email: _____

## EXHIBIT B

## CURRENT/PRIOR EXPERIENCE VERIFICATION

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

**Bidder Name or Subcontractor Name:** _____

| **Reference Information (Current/Prior Services Performed For):** | |
|---|---|
| Name and Address of Reference Company: | |
| Name, Title, Telephone Number, and Email Address of Reference Contact Person: | |
| Dates of Service: | |
| If contract has terminated, specify reason: | |
| Annual Dollar Value of Services | |
| Description of the Building (e.g. office bldg., warehouse, doctor's office, etc.) and Number of People Occupying the Building | |
| Square Footage of the Building | Total Square Feet Cleaned: _____<br>Square Feet of Carpeted Area: _____<br>Square Feet of Hard Surface Floors: _____ |
| Description of Prior Services Performed, Including<br>• Whether the Bidder Provided the Cleaning Equipment/Supplies and Chemicals<br>• Whether the Bidder Performed the Carpet Cleaning<br>• Whether a Day Porter/Matron was Provided | . |

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

_____ _____

*Signature of Person Verifying Information* *Date of Signature*

## EXHIBIT C
## MISCELLANEOUS INFORMATION

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

_____

_____

_____

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

| Building | Type of Building (e.g. Office Building, Warehouse, School) | Date of Services Provided | Square Footage of Area Being Cleaned |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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

| Proposed Subcontractor Provide Name and Address | Identify the Service Proposed to be Provided by the Proposed Subcontractor |
|---|---|
| | |

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

## BUSINESS ENTITY CERTIFICATION:

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

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

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

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

### BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

☐ - I am a self-employed individual with no employees; **OR**

☐ - The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

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

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

**EXHIBIT D, (CONTINUED)**

[redacted]

**BOX B – CURRENT BUSINESS ENTITY STATUS**

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

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

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

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

AND

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

AND

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

**EXHIBIT D, (CONTINUED)**

**AFFIDAVIT OF WORK AUTHORIZATION:**

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

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

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

| | |
|---|---|
| *Authorized Representative's Signature* | Printed Name |
| Title | Date |
| E-Mail Address | E-Verify Company ID Number |

Subscribed and sworn to before me this _____ (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)**

[redacted]

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

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

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

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

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

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

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

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

**FOR STATE OF MISSOURI USE ONLY**

Documentation Verification Completed By:

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

# EXHIBIT E
# PARTICIPATION COMMITMENT

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

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

# EXHIBIT F

## DOCUMENTATION OF INTENT TO PARTICIPATE

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

*~ Copy This Form For Each Organization Proposed ~*

Bidder Name: _____

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

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

Indicate appropriate business classification(s):

_____ Organization for the Blind _____ Sheltered Workshop

Name of Organization: _____

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: _____ Email: _____

Address: _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

(or attach copy of certification)

Certification Expiration Date: _____

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

_____

_____

_____

_____

**Authorized Signature:**

_____ _____

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

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

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

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

**DEFINITIONS:**

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

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

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

**STANDARDS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(NOTE: A qualified SDVE will be added to the SDVE listing maintained on the Office of Administration, Division of Purchasing and Materials Management's (OA/DPMM) website (www.oa.mo.gov/purch/vendorinfo/sdve.html) 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 |

**STATE OF MISSOURI**
**MISSOURI DEPARTMENT OF CORRECTIONS**

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

## 1. TERMINOLOGY/DEFINITIONS

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

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

## 2. APPLICABLE LAWS AND REGULATIONS

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

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

## 3. CONTRACT ADMINISTRATION

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

## 4. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the Department if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements 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.
c. Unless a pallet exchange is requested at the time of delivery, all pallets used in the delivery of equipment and supplies shall become property of the Department.

## 13. INSPECTION AND ACCEPTANCE

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

## 14. WARRANTY

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

## 15. CONFLICT OF INTEREST

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

## 16. CONTRACTOR STATUS

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

## 17. REMEDIES AND RIGHTS

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

## 18. SEVERABILITY

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

## 19. CANCELLATION OF CONTRACT

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

## 20. TERMINATION OF CONTRACT

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

## 21. ASSIGNMENT OF CONTRACT

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

## 22. COMMUNICATIONS AND NOTICES

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

## 23. FORCE MAJEURE

a. The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the Department if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of, the contractor. Such causes may include, however are not restricted to: acts of God,

fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences.

## 24. CONTRACT EXTENSION

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

## 25. INSURANCE

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

## 26. BANKRUPTCY OR INSOLVENCY

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

## 27. INVENTIONS, PATENTS AND COPYRIGHTS

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

## 28. CONTRACTOR PROPERTY

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

## 29. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

b. If discrimination by a contractor is found to exist, the Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Department until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

## 30. AMERICANS WITH DISABILITIES ACT

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

## 31. FILING AND PAYMENT OF TAXES

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

## 32. TITLES

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

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