



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION (DFMDC)
REQUEST FOR QUOTATION (RFQ)**

RFQ #: JLOA0112
TITLE: Janitorial Services
ISSUE DATE: January 20, 2012

Marsha Cave
PHONE #: (573) 751-2327
FAX #: (573) 751-7277
E-MAIL: Marsha.Cave@oa.mo.gov

RETURN BID NO LATER THAN: February 21, 2012 at 2:00 PM.

MAILING INSTRUCTIONS: Print or type RFQ Number and Return Due Date on the lower left hand corner of the envelope or package.

RETURN BID TO: OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
301 WEST HIGH STREET, ROOM 730, PO BOX 809
JEFFERSON CITY, MO 65102

OR FAX TO: Fax #: (573) 751-7277 - FMDC – JANITORIAL BID
(Mail or Fax, please do not do both)

CONTRACT PERIOD: Beginning March 15, 2012, for one year contract with option for three one year renewals.

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:	STATE AGENCY'S NAME AND ADDRESS:
HC64 Box 125 Alton, Missouri 65606	Office of Administration Division of Facilities Management, Design & Construction 301 West High Street, Room 730 Jefferson City, MO 65102

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Quotation. The bidder further agrees that the language of this RFQ shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) (NOTE: LLC IS NOT A VALID TAX FILING TYPE.) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This document constitutes an invitation for competitive bids for the provision of janitorial services for the state-leased building(s) located in Alton, MO as set forth herein.
- 1.1.2 This document, referred to as a Request for Quotation (RFQ), is divided into the following parts:
- 1) Introduction and General Information
 - 2) Contractual Requirements
 - 3) Bid Submission Information
 - 4) Pricing Page
 - 5) Exhibits
 - 6) Attachment 1
 - 7) Terms and Conditions

1.2 Background Information:

- 1.2.1 Currently, the State of Missouri leases the following building(s) in Alton, Missouri.
- a. The tenants of the building located at HC64 Box 125 Alton, Missouri consist of offices and employees of the Department of Social Services and Department of Health and Senior Services.
 - 1) The building is approximately 4,491 total square feet.
 - 2) There are approximately 15 employees
 - b. Contract SS90119 currently exists for the services described in this document. That contract expires on March 14, 2012. The contractor Donna Whittenburg is being paid \$1,025.00 per month. **Bidders are advised, however, that the contractual requirements within this RFQ may differ from the contractual requirements of SS90119.**

1.3 Tour of Building or Site Inspection:

- 1.3.1 All potential bidders are strongly encouraged, but not required, to tour the facilities prior to submitting questions. The purpose of the tour is to allow potential bidders an opportunity to inspect the building prior to submitting a bid. An attendance record will be available. **Bidders shall contact Martha Mills at 417/778-7251 ext 224 to in interested in attending the tour on February 17, 2012 at 9:30 a.m.**
- 1.3.2 Each bidder is solely responsible for a prudent and complete personal inspection, examination, and assessment of the work site conditions, facilities, and/or any other existing conditions, factors, or item that may affect or influence the performance of service described and required by the Contract Requirements. The bidder shall not be relieved of responsibility for performance under the contract for any reason whatsoever, including but not limited to the bidder's failure to observe existing conditions.
- 1.3.2 Each bidder is solely responsible for a prudent and complete personal inspection, examination, and assessment of the building and any other existing conditions, factor, or item that may affect or impact the performance of service described and required in the Contractual Requirements.
- 1.3.4 All questions other than those related to the tour, regarding the Request for Quotation (RFQ) and/or the competitive procurement process must be directed to Marsha Cave of the Division of Facilities Management at 573/751-2327 or Marsha.Cave@oa.mo.gov.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall provide janitorial services for the state-leased building(s) located in Alton, MO for the Office of Administration, Division of Facilities Management, Design & Construction, (hereinafter referred to as the “*state agency*”), 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 state agency.
- a. The contractor shall agree and understand that the state agency 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 state agency in order to provide a clean and sanitary environment for the building(s), the building(s)’ contents, and the buildings’ tenants. 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, and supplies necessary to perform the services required herein.

2.2 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. 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.)
 - b. 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 plastic wastebasket liners, toilet tissue, paper towels for restrooms, liquid hand soap, disposable liners for sanitary napkin cans, sand for ash trays, blood and bodily fluid cleanup kits, and all cleaning products necessary to perform the services required herein.
- a. Toilet tissue should be non-chlorine bleached, 2-ply roll, must fit the tissue dispenser installed in the building, 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, 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.
 - e. Blood spill and body fluid kits shall meet OSHA standards for blood borne pathogen exposure control.
- 2.2.4 The contractor must provide and maintain in good repair rugs/mats of the size, type, and quantity deemed necessary by the state agency. The contractor must replace such rugs/mats as deemed necessary by the state agency.
- 2.2.5 The contractor shall be assigned a closet(s) in the building (hereinafter referred to as the “*janitorial closet*”) for storage of all janitorial equipment and products necessary for the building.
- 2.2.6 The contractor shall not use any equipment or products 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, 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. 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 between the hours of 6:00 p.m. and 12:00 a.m., Monday through Friday, excluding state holidays, unless other days or times are approved by the lead tenant contact person. However, if any area of any building is occupied by the Family Support Division, Child Support Enforcement, the contractor must perform the listed tasks between the hours of 7:30 a.m. and 5:00 p.m. for the area of the building occupied by Family Support Division, Child Support Enforcement. However, if the Family Support Division, Child Support Enforcement indicates to the contractor that the performance of a particular task would be disruptive to the Family Support Division, Child Support Enforcement staff (e.g. stripping of floors, carpet cleaning), the contractor shall perform the task at another time and/or date mutually acceptable to the contractor and the Family Support Division, Child Support Enforcement.
- 2.3.1 **THREE TIMES PER WEEK REQUIREMENTS:** The contractor shall perform the following tasks.
- a. Empty all wastebaskets and deposit the trash into appropriate waste disposal containers.
 - b. Wash wastebaskets and replace plastic liners, as needed in general staffing areas. Change all liners in kitchens, break rooms, and the lobby.

- c. Thoroughly vacuum all carpet, including all entrance and exit rugs/mats. As stains appear, spot clean the carpet.
- d. Thoroughly sweep and wet mop all hard surface floors to give a clean and satisfactory appearance.
- e. When necessary, replace contractor-provided rugs/mats.
- f. Clean both sides of entrance door glass, clean door glass frames and accompanying glass panels including transoms (inside and outside), removing all fingerprints and dirt. Spot clean all interior glass.
- g. when it becomes discolored.
- h. Remove all trash and sweep sidewalks for ten feet (10') from all entrances/exits to the building.
- i. Spot clean all wall, doors, frames, and partition surfaces, including light switches when required, to give a clean satisfactory appearance.
- j. Clean janitorial closets after completion of the daily tasks and before exiting the building.
- k. Address any and all related and conditional miscellaneous janitorial cleaning duties which may arise as a result of accidental spilling of any office materials or supplies.

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

- a. Dust all flat surfaces including, but not limited to, file cabinets, conference tables and stands, bookshelves, coat racks, window sills, hand rails, etc.
- b. Clean the tops, fronts, and sides of all vending machines.
- c. Remove all trash and debris from the outside perimeter of the building, 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.

- a. Thoroughly scrub all hard surface floor areas removing all scuffs and black marks. Apply skid-proof floor wax finish as required to display a clean floor. Clean/dust all venetian/mini-blinds.
- b. Clean all baseboards.
- c. Clean/Vacuum cloth cubicle partitions, including the bases and tops.
- d. Brush and spot clean fabric furniture.
- e. Remove cobwebs from all ceilings, doors, and corners within the building.
- f. Clean light fixtures, as needed, to remove insects, dirt, etc., in and on the fixtures.
- g. Clean/vacuum all vents.

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.

- a. Clean interior windows and other glass surfaces.
- b. Thoroughly wash, clean, and disinfect all wastebaskets.

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, the state agency may waive the requirement for performing one or more of the following tasks for the first six months of the original contract period only.

- a. Strip and refinish all hard surface floors with five (5) coats of skid-proof wax.
- 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.
- c. Vacuum all upholstered furniture.

2.4 Restroom, Kitchen, and Break Room Requirements: The contractor shall clean and disinfect all restrooms, kitchens, and break rooms located in the building 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.

- a. The contractor shall perform the listed tasks between the hours of 6:00 p.m. and 12:00 a.m., twice per week, excluding state holidays, unless other days or times are approved by the lead tenant contact person.

2.4.1 **THREE TIMES PER WEEK REQUIREMENTS:** : The contractor shall perform the following tasks on a daily basis (Monday through Friday).

- a. Clean all kitchen and break rooms including washing and disinfecting all hard surfaces. Clean and disinfect sinks.
- b. Clean and disinfect drinking fountains.
- c. Clean toilet bowls and seats, urinals, hand basins, counter tops, 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). Dust or wipe all horizontal surfaces.
- g. Empty and clean (inside and out) all trash containers and disposals; change liners daily. Replace all sanitary napkin receptacle liners.

- h. Restock restroom dispensers to normal limits (soap, toilet tissue, paper towels).
- i. Report any and all damage found.

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

- a. Spray buff floors.
- b. Pour five (5) gallons of water down each floor drain.

2.4.3 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.

- a. Clean and disinfect all walls.
- b. Clean all (supply and return) air diffusers.
- c. Scrub all restroom floors. No finish on ceramic tile floor.

2.5 Personnel Requirements:

2.5.1 The state agency reserves the right to approve or disapprove appointment of any of the contractor's personnel to provide services required by the contract. The state agency 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 state agency 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 The contractor shall perform the requirements specified herein using "*team cleaning*". "*Team cleaning*" as used herein shall be defined as cleaning in which the contractor's personnel are assigned to individual tasks such as dusting, emptying trash, or vacuuming for all areas as opposed to assigning one (1) person general cleaning tasks for an assigned area.

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 ID 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.
- 2.5.8 The contractor's personnel shall not loiter in the building nor smoke anywhere in the building, 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 and/or equipment in the building.

2.6 Security Requirements:

- 2.6.1 The contractor shall prevent all unauthorized persons from entering the building and shall keep the building 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 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 State of Missouri 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 contractor and each of the contractor's personnel assigned to the contract must have a fingerprint security clearance approved by the state agency in order to provide service under the contract. The contractor must obtain the required fingerprint security clearances from the State Highway Patrol.
- a. **By no later than twenty (20) days after notification of award, prior to the beginning date of the contract and prior to assignment of any new person to provide services under the contract, the contractor shall provide the state agency with the following:**
1. A completed Authorization for Release of Information/Confidentiality Oath Form (Attachment #1) individually signed by the contractor and each person assigned to the building.

2. A completed national fingerprint-based record's check from the Missouri State Highway Patrol for each person assigned to the building.
 3. The contractor shall forward a copy of all results of the national fingerprint-based record's check from the Missouri State Highway Patrol to the state agency lead contact person and a copy to Division of Facilities Management, Design and Construction, Leased - Janitorial Information, 301 W. High Street Room 840, PO Box 809, Jefferson City, MO 65102.
 4. An informational brochure on how to obtain a national fingerprint-based record's check is available on the Missouri Highway Patrol's website at: www.mshp.dps.mo.gov and clicking on the "Criminal Records Check" link at the top of the page.
- b. The state agency and/or lead tenant contact person shall have the right to deny access to the building to any of the contractor's personnel for any reason.
 - c. The NOTICE AWARD will be expressly contingent upon your submission of the required fingerprint security clearances and Release of Information/Confidentiality Oath (Attachment #1) submitted within the above referenced timeframe. Failure to submit these documents on time may result in the withdrawal of the award.
- 2.6.5 In the process of performing the requirements of the contract, the contractor and/or the contractor's personnel may become aware of information required by law to be kept confidential. Therefore, the contractor and/or the contractor's personnel must not at any time disclose, directly or indirectly, any information gained during the performance of the janitorial services.

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 task required. 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 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 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 State of Missouri.

2.8 Payment and Invoicing Requirements:

- 2.8.1 Prior to any payments becoming due per the contract, the contractor must submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.
- a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:
<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>
 - 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 state agency'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 Payment Website at <https://www.vendorpay.ia.mo.gov>.

- 2.8.2 Invoicing - The contractor shall submit a monthly invoice for services actually provided to the state agency at the address stated below. The contractor's invoice must identify the buildings cleaned, the number of square feet of each 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.

Office of Administration
Division of Facilities Management, Design & Construction
Lease No. 07500836
301 W. High St., Rm. 730
P.O. Box 809
Jefferson City, MO 65101

- 2.8.3 Payment - The contractor shall be paid the firm, fixed per square foot, per month price specified on the Pricing Page for janitorial services actually provided, subject to the assessment of any liquidated damages as specified herein. 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.

2.9 Contractual Compliance and Liquidated Damages:

- 2.9.1 The contractor shall understand and agree that the contractor's failure to tour the building(s) prior to the submission of the awarded bid to the Division of Facilities Management, Design and Construction shall not relieve the contractor of the performance of the provisions and requirements specified herein.
- 2.9.2 Contract Monitoring - The contractor shall agree and understand that the cleanliness, safety, security, and sanitary conditions of the building(s) are of utmost concern to the state agency. Therefore, the state agency and/or lead tenant contact person shall monitor the building(s) on an ongoing basis and shall occasionally inspect the building(s) throughout the effective period of the contract to ensure the cleanliness, safety, security, and sanitary conditions of the building(s) and the contractor's compliance with the terms and conditions of the contract.
- a. Minor Infractions - If at any time during the effective period of the contract, the state agency and/or lead tenant contact person has concerns related to the performance of services by the contractor or the contractor's personnel, or the contractor's performance does not meet the requirements stated herein, or the contractor's services are not to the satisfaction of the state agency or are otherwise substandard, deficient, or incomplete, the state agency and/or lead tenant contact person shall provide written notification to the contractor of such substandard, deficient, or incomplete services. The contractor shall agree and understand that if such substandard, deficient, or incomplete services do not jeopardize the overall cleanliness, safety, security, and sanitary conditions of the building(s), as determined by the state agency, such substandard, deficient, or incomplete services shall be considered a minor infraction of the terms and conditions of the contract. Within 24 hours following such written notification, the contractor shall provide a written response to the state agency and/or lead tenant contact person addressing the contractor's approach to resolving the substandard, deficient, or incomplete services and the contractor's approach to ensure that such substandard, deficient, or incomplete services do not continue. The contractor must correct the problem within a reasonable period of time, as

determined by the state agency, following the state agency and/or lead tenant contact person's written notification.

- b. The contractor shall agree and understand that if the contractor continues to provide substandard, deficient, or incomplete services, despite the notifications provided to the contractor by the state agency and/or lead tenant contact person, the State of Missouri shall consider such substandard, deficient, or incomplete services to be a significant infraction of the terms and conditions of the contract, as described below, rather than a minor infraction.
- c. Significant Infractions -
- 1) In the event the state agency and/or lead tenant contact person has concerns related to the overall cleanliness, safety, security, and/or sanitary conditions of the building(s) as a result of substandard, deficient, or incomplete services provided by the contractor, the Division of Facilities Management, Design and Construction shall consider these substandard, deficient, or incomplete services as a significant infraction of the terms and conditions of the contract and shall notify the contractor of the substandard, deficient, or incomplete services. Among other substandard, deficient, or incomplete services, the state agency considers the contractor's (1) failure to maintain up-to-date and accurate security clearances on all contractor personnel assigned to the building(s) including the *Authorization of Release of Information and Confidentiality Oath* and the national fingerprint-based record's check, (2) failure to clean and disinfect the restrooms in the building(s), (3) failure to maintain the security of the building(s), (4) failure of the contractor's personnel to show-up to provide the required services, and (5) failure of the contractor contact person to participate in the walk-through when requested by the state agency as a significant infraction of the terms and conditions of the contract. The Division of Facilities Management, Design and Construction shall provide the contractor with the opportunity to cure the contractual breach issue, if appropriate.
 - 2) The contractor shall respond to the Division of Facilities Management, Design and Construction's notification and shall address the contractor's approach to resolving the substandard, deficient, or incomplete services and the contractor's approach to ensure that such substandard, deficient, or incomplete services do not continue.
 - 3) If the contractor fails to resolve the breach issue or if the contractor continues to provide substandard, deficient, or incomplete services, the Division of Facilities Management, Design and Construction may cancel the contract, as described in the Cancellation of Contract provisions included within the attached Terms and Conditions. Additionally, the contractor may be subject to other remedies available to the State of Missouri, including the assessment of liquidated damages, as described below.
 - 4) However, the contractor shall agree and understand that due to the seriousness of the substandard, deficient, or incomplete services, the Division of Facilities Management, Design and Construction shall have the right to cancel the contract immediately without providing the contractor the opportunity to remedy the breach.
- d. The contractor shall understand and agree that the State of Missouri shall be the final judge as to what constitutes a substandard, deficient, or incomplete service, and the determination as to what constitutes a minor infraction and a significant infraction, and other performance concern as stated herein. Any such determination by the State of Missouri shall be final and without recourse.

2.9.3 Liquidated Damages - The contractor shall agree and understand that the provision of the janitorial services in accordance with the requirements stated herein is considered critical to the efficient operations of the State of Missouri. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements, the contractor shall agree and understand

that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.

- a. In the event the contractor fails to perform any Quarterly, Semi-Annual, or Annual task required herein, or performs a Quarterly, Semi-Annual, or Annual task in a substandard, deficient, or incomplete manner as determined by the state agency, the state agency shall have the right to assess liquidated damages in the amount of \$250 per building with less than 5,000 cleanable square feet, \$400 per building with between 5,000 and 10,000 cleanable square feet; and \$550 per building in excess of 10,000 cleanable square feet. The state agency may assess liquidated damages for each day the task was required to be performed until the task is performed and approved.
- b. The state agency shall have the right to assess liquidated damages in the amount of \$50.00 for each written notification of a minor infraction sent to the contractor. Additionally, the state agency shall have the right to assess liquidated damages in the amount of \$100.00 for each written notification of a significant infraction sent to the contractor from the Division of Facilities Management, Design and Construction.
- c. In the event the contractor fails to respond to the state agency or lead tenant contact person within twenty-four (24) hours following the state agency or lead tenant contact person's notification of substandard, deficient, or incomplete services or in the event the contractor fails to correct the problem within a reasonable period of time, the contractor shall be assessed liquidated damages in accordance with one of the following calculations:
 - 1) If the state agency hires an outside/private company to correct the substandard, deficient, or incomplete service, the contractor shall be responsible for the total cost charged by such company to perform the service.
 - 2) If the state agency uses State of Missouri personnel or resources to correct the substandard, deficient, or incomplete service, the contractor shall be responsible for the actual costs incurred by the State of Missouri. Such actual costs shall be calculated by the per hour price of the state personnel who performed the service and shall include material costs, etc.
- d. For each day that a required report, document, or notification is late, the state agency may assess liquidated damages in the amount of \$10.00 per day until such report, document, or notification is received. Such liquidated damages shall apply to each of the following:
 - 1) Security Clearance documentation
 - 2) Task Schedule Notice
 - 3) Daily Log
 - 4) Material Safety Data Sheets
 - 5) Response to any notification from the state agency and/or lead tenant contact person and/or Division of Facilities Management, Design and Construction regarding substandard, deficient, or incomplete service
- e. In the event of any breakage, damage, theft, or loss of the equipment, supplies, materials, or other items in the building(s) through negligence or other inappropriate actions of the contractor or the contractor's personnel while working on the building's premises, the contractor shall pay damages to the state agency in the actual amount of such loss.
- f. The contractor shall also agree and understand that such liquidated damages shall either be deducted from the contractor's invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of the state agency.

- g. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
 - h. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.
- 2.9.4 By no later than twenty (20) days after the notification of award, or prior to the beginning date of the contract, whichever is earlier, the contractor shall provide the state agency with a list of the contractor's personnel that will be providing services in the building(s), including personnel assigned to perform tasks that occur on a less frequent basis (e.g. stripping and refinishing hard surface floors, deep cleaning of carpets). The contractor shall also provide the state agency with prior notification of any changes to the contractor's personnel listing, including removal and addition of personnel. The state agency reserves the right to approve or disapprove appointment of any of the contractor's personnel to provide services required by the contract. The state agency 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.

2.10 Other Contractual Requirements:

- 2.10.1 Contract - A binding contract shall consist of: (1) the RFQ and any amendments thereto, (2) the contractor's response (bid) to the RFQ, (3) clarification of the bid, if any, and (4) the Division of Facilities Management, Design and Construction's acceptance of the response (bid) by "notice of award". All Exhibits and Attachments included in the RFQ shall be incorporated into the contract by reference.
- 2.10.2 Contract Period - The original contract period shall be as stated on page 1 of the Request for Quotation (RFQ). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Facilities Management, Design and Construction 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 Division of Facilities Management, Design and Construction exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 2.10.3 Renewal Periods - If the option for renewal is exercised by the Division of Facilities Management, Design and Construction the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the 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 Division of Facilities Management, Design and Construction does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.
- 2.10.4 Termination - The Division of Facilities Management, Design and Construction reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, 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 just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.10.5 Transition:

a. Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.

b. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency. If requested by the state agency, the contractor shall provide and/or perform any or all of the following responsibilities:

- 1) The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the state agency.
- 2) Such assistance shall include completion of all Daily Requirements on the last effective day of the contract including restocking of all dispensers to normal limits.

c. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to ensure the completion of such service prior to the expiration of the contract.

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

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

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

2.10.7 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must 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. The insurance shall include an endorsement that adds the State of Missouri as an additional insured.

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

- 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. Pursuant to RSMo 285.530 (1) 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 RSMo 285.525 to 285.550, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates RSMo 285.530 (1), if the contract binding the contractor and subcontractor affirmatively states that:
 - 1) The direct subcontractor is not knowingly in violation of RSMo 285.530 (1) and
 - 2) Shall not henceforth be in such violation and
 - 3) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- 2.10.9 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the bid. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.
- 2.10.10 Authorized Personnel - The contractor understands and agrees that by signing the RFQ, the contractor certifies the following:
- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
 - b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty 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.
 - c. The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
 - d. If the contractor meets the definition of a business entity as defined in RSMo 285.525 pertaining to RSMo 285.530, 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 RSMo 285.525 pertaining to RSMo 285.530, then the contractor shall, prior to the performance of any services as a business entity under the contract:

- 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - 2) Provide to the Division of Facilities Management, Design and Construction the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - 3) Submit to the Division of Facilities Management, Design and Construction a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization or have submitted above information after September 1, 2009 and on file with Office of Administration as noted in Box C of Exhibit F.
- 2.10.11 Confidentiality - The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- 2.10.12 Contractor Equipment Use - Title to any equipment required by the contract shall be held by and vested in the contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment including, but not limited to, devices, wires, software, technical literature, etc. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.
- 2.10.13 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid.
- a) The contractor shall prepare and submit to the Division of Facilities Management, Design and Construction a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Facilities Management, Design and Construction.
 - b) The Division of Facilities Management, Design and Construction may monitor the contractor's compliance in meeting the participation levels committed to in the contractor's awarded bid. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Facilities Management, Design and Construction determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
 - c) If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded bid.
 - 1) The contractor must obtain the written approval of the Division of Facilities Management, Design and Construction for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Facilities Management, Design and Construction detailing all efforts made to secure a replacement. The Division of Facilities Management, Design and

Construction shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

3. PRICING PAGE

3.1 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	Third Renewal Period Maximum Price
Janitorial Services	\$ _____ per square foot, per month Line Item 001	\$ _____ per square foot, per month Line Item 002	\$ _____ per square foot, per month Line Item 003	\$ _____ Per square foot, Per month Line Item 004

3.2 Supplemental Service: The bidder shall state a firm, fixed price for the original contract period and a maximum price for each potential renewal period for each of the following Supplemental Services provided in accordance with the provisions and requirements specified herein. All cost associated with providing the required services shall be included in the stated prices.

Description C/S Code: 91039	Original Construction Period <i>firm, fixed price</i>	First Renewal Period <i>maximum price</i>	Second Renewal Period <i>maximum price</i>	Third Renewal Period <i>maximum price</i>
For Carpet in addition to that required herein:				
Deep clean carpet/water extraction	\$ _____/sq. ft. <i>Line Item 005</i>	\$ _____/sq. ft. <i>Line Item 006</i>	\$ _____/ sq. ft. <i>Line Item 007</i>	\$ _____/ sq. ft. <i>Line Item 008</i>
For cleaning when building is being vacated.				
Final Cleaning at lease termination	\$ _____/sq. ft. <i>Line Item 009</i>			
For additional paper towel in addition to that required herein:				
Cost for Agency to purchase paper towels directly from Contractor	\$ _____/ case <i>Line Item 010</i>	\$ _____/ case <i>Line Item 011</i>	\$ _____/ case <i>Line Item 012</i>	\$ _____/ case <i>Line Item 013</i>

EXHIBIT A

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		
Name of Organization for the Blind or Sheltered Workshop Proposed	Committed Participation (\$ amount or % of total value of contract)	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop
1.		
2.		
3.		

EXHIBIT C

PRIOR EXPERIENCE OF BIDDER

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

Bidder Name:	
Reference Information (Current/Prior Services Performed For:)	
Name and Address of Reference Company:	
Reference Contact Person:	Name: _____ Phone Number: _____ Email Address: _____
Dates of Service:	
Dollar Value of Services	
Square Footage of the Building	Total Square Feet: _____ Square Feet of Carpeted Area: _____ Square Feet of Hard Surface Floors: _____
Description of Prior Services Performed, Including an Indication as to Whether Carpet Cleaning was Performed and the Square Footage of the Carpeted Area	Carpet Cleaning Provided: ____ Yes ____ No. If yes, indicate the square footage of carpeted area: _____

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

Signature of Reference Contact Person

Date of Signature

EXHIBIT D
MISCELLANEOUS INFORMATION

Outside United States

If any products and/or services offered under this RFQ are being manufactured or performed at sites outside the United States, the bidder MUST disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
Describe and provide details:		

Employee Bidding/Conflict of Interest

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

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

Familiarity with the Building –

If the bidder did not attend the scheduled tour, the bidder must provide relevant information regarding the bidders’ knowledge of the building and any existing conditions and factors of the building that may affect the performance of the required services.

EXHIBIT E

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

Pursuant to 34.074 RSMo, the Division of Facilities Management, Design and Construction has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in 34.074 RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

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

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

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

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder’s discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder’s discharge paper to this Exhibit.)

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

Veteran Information

Business Information

Service-Disabled Veteran’s Name, (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran’s Signature

Missouri Address of Service-Disabled Veteran Business

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

BUSINESS ENTITY CERTIFICATION:

The bidder/contractor 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/xprevprot/programs/gc_1185221678150.shtm.

BOX C: To be completed by a business entity who has already submitted documentation with a notarized date on or after **September 1, 2009**, to a Missouri state agency including Division of Purchasing and Materials Management.

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

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

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (Bid/SFS/Contract 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 _____ Office of Administration, Division of Facilities Management, Design and Construction 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 F, continued

BOX B – CURRENT BUSINESS ENTITY STATUS

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

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/contractor must perform/provide the following. The bidder/contractor should check each to verify completion/submission:

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed, at minimum, by the bidder/contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's/contractor'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 F, continued

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

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

Signature of Notary

Date

EXHIBIT F, continued

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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/contractor's name and the MOU signature page completed and signed by the bidder/contractor and the Department of Homeland Security – Verification Division.
- ✓ A completed, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

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

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

Date of Previous E-Verify Documentation Submission: _____

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

(if known)

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

FOR STATE USE ONLY:

Documentation Verification Completed By:

Buyer Date

ATTACHMENT #1
(DO NOT INCLUDE WITH BID SUBMISSION – FOR USE UPON CONTRACT AWARD ONLY)

OFFICE OF ADMINISTRATION,
DIVISION OF FACILITIES MANAGEMENT, DESIGN & CONSTRUCTION
AUTHORIZATION FOR RELEASE OF INFORMATION
CONFIDENTIALITY OATH

TO WHOM IT MAY CONCERN:

I hereby authorize and request release to the State of Missouri, Office of Administration, Division of Facilities Management, Design & Construction, any and all records and information, including, but not limited to, originals or copies of any records, documents, reports, and criminal history record.

I understand that the Office of Administration, Division of Facilities Management, Design & Construction, may conduct and/or review a background investigation before rendering a decision regarding my eligibility to perform services for the Office of Administration, Division of Facilities Management, Design & Construction, and that this authorization is a part of that investigation.

I voluntarily agree to cooperate in such investigation, and release from all liability or responsibility the State of Missouri, Office of Administration, Division of Facilities Management, Design & Construction, and all other persons, firms, corporations, and institutions supplying the above requested information.

I understand in the process of performing the requirements of the contract, the contractor and/or the contractor's personnel may become aware of information required by law to be kept confidential. Therefore, I agree I must not at any time disclose, directly or indirectly, any information gained during the performance of the janitorial services.

Applicant's Name (Please Print)

Date

Applicant's Signature

Birth date

Applicant's Social Security Number

**STATE OF MISSOURI
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION**

TERMS AND CONDITIONS – REQUEST FOR QUOTATION

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Quotation (RFQ) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Facilities Management, Design and Construction (DFMDC)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to a RFQ or to a contract.
- c. **Attachment** applies to all forms which are included with a RFQ to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the RFQ for the receipt of bids.
- e. **Bidder** means the person or organization that responds to a RFQ by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the RFQ document.
- f. **Contact Person** as referenced herein is usually the Coordinator.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful bidder as a result of a RFQ and who enters into a contract.
- i. **Exhibit** applies to forms which are included with a RFQ for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- j. **May** means that a certain feature, component, or action is permissible, but not required.
- k. **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.
- l. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the RFQ. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- m. **Request for Quotation (RFQ)** means the solicitation document issued by the DFMDC 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 Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- n. **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 operations of DFMDC.
- o. **Shall** has the same meaning as the word **must**.
- p. **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 DFMDC.
- 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 RFQ 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. OPEN COMPETITION/REQUEST FOR QUOTATION DOCUMENT

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DFMDC if any language, specifications or requirements of a RFQ appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFQ to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the coordinator from the DFMDC, unless the RFQ specifically refers the bidder to another contact. Such communication should be received at least ten 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 RFQ, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFQ, any questions received less than ten calendar days prior to the RFQ 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 DFMDC in the RFQ 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 DFMDC 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. The RFQ is available for viewing and downloading on the state's website.
- f. The DFMDC reserves the right to officially amend or cancel a RFQ after issuance.

4. PREPARATION OF BIDS

- a. Bidders **must** examine the entire RFQ carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the RFQ, 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 RFQ, 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, 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 RFQ.
- 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 a RFQ, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DFMDMDC and the bidder, if such bidder is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFQ. Any such bidder needs to include in the bid, a complete list of statutory references and citations for each provision of the RFQ which is affected by this paragraph.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the RFQ clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFQ.
- h. Bids, including all pricing therein, shall remain valid for 90 days from 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.

5. SUBMISSION OF BIDS

- a. Bidders may submit bids hard copy delivered to the DFMDMDC office or via fax. Bids must be received in the DFMDMDC office located at 301 West High St, Rm 730 in Jefferson City, MO no later than the exact opening time and date specified in the RFQ. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the RFQ, and (3) be priced as required. Hard copy bids may be mailed to the DFMDMDC post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the DFMDMDC office (address listed above) no later than the exact opening time and date specified in the RFQ.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official RFQ number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid which has been delivered to the DFMDMDC office, may be modified by signed, written notice which has been received by the DFMDMDC 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 DFMDMDC office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DFMDMDC 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, e-mail, or telegraphic requests to withdraw a bid may not be honored.
- e. Bidders delivering a hard copy bid to DFMDMDC must sign and return the RFQ cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all RFQ terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- f. Faxed bids shall be accepted.
- g. Faxed and e-mail no-bid notifications shall also be accepted.

6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the RFQ document.
- b. Bids which are not received in the DFMDMDC 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.

7. 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.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.
- d. In the evaluation of bids, a service-disabled veteran business preference shall be applied in accordance with Section 34.074 RSMo.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the coordinator 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 DFMDMDC to be in the best interest of the State of Missouri.
- c. Pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the RFQ and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the RFQ 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 a RFQ, DFMDMDC reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DFMDMDC reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DFMDMDC reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, DFMDMDC may negotiate for the required supplies.

- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from 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 DFMDc to the successful bidder. The DFMDc 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 DFMDc 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 which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- k. The DFMDc 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.
- l. 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).
- m. The final determination of contract award(s) shall be made by DFMDc.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the RFQ, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFQ and any amendments thereto, (2) the contractor's response (bid) to the RFQ, (3) clarification of the bid, if any, and (4) DFMDc's acceptance of the response (bid) by "notice of award". All Exhibits and Attachments included in the RFQ shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri constitute an authorization for shipment of equipment or supplies or a directive to proceed with services.
- 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 DFMDc. 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.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each 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. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DFMDc.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFQ.
- e. The State of Missouri 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 state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. 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.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency 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 State of Missouri 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 State of Missouri'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.

13. 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 DFMDc, (2) be fit and sufficient for the purpose expressed in the RFQ, (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 state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri 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.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri 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 State of Missouri 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 State of Missouri 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 State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DFMDMDC may cancel the contract. At its sole discretion, the DFMDMDC 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 10 working days from notification, or at a minimum the contractor must provide DFMDMDC within 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 DFMDMDC will issue a notice of cancellation terminating the contract immediately.
- c. If the DFMDMDC cancels the contract for breach, the DFMDMDC 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 DFMDMDC deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the bidder/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the bidder/contractor.

18. 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 DFMDMDC immediately.
- b. Upon learning of any such actions, the DFMDMDC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, 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.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. 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;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DFMDMDC shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DFMDMDC 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.

21. AMERICANS WITH DISABILITIES ACT

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).

22. FILING AND PAYMENT OF TAXES

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 bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

23. TITLES

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.