



**STATE OF MISSOURI  
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION  
INVITATION FOR BID (IFB)**

**IFB NO.:** FMDC20-0001  
**TITLE:** CCTV Maintenance and Repair  
**ISSUE DATE:** 08/26/19

**CONTRACT SPECIALIST:** Rebecca Brinkley  
**PHONE NO.:** (573) 526-4135  
**E-MAIL:** [rebecca.brinkley@oa.mo.gov](mailto:rebecca.brinkley@oa.mo.gov)

**TARGET DATE AND TIME:** September 9, 2019 AT 2:00 PM CENTRAL TIME

**MAILING INSTRUCTIONS:** Print or type **IFB Number** and **Return Target Date** on the lower left hand corner of the envelope or package. Quotations should be in OA/FMDC office 301 West High Street, Room 730 by the target date and time.

**(U.S. Mail)**  
**RETURN QUOTATION TO: DEPARTMENT PO ADDRESS**  
**(U.S. Mail)**  
OFFICE OF ADMINISTRATION  
DIVISION OF FACILITIES MANAGEMENT,  
DESIGN AND CONSTRUCTION  
PO BOX 809,  
JEFFERSON CITY, MO 65102

**(Courier Service)**  
**or DEPARTMENT PHYSICAL ADDRESS**  
**(Courier Service)**  
OFFICE OF ADMINISTRATION  
DIVISION OF FACILITIES MANAGEMENT,  
DESIGN AND CONSTRUCTION  
301 WEST HIGH STREET, ROOM 730  
JEFFERSON CITY

**OR FAX TO:** (573) 751-7277 *(either mail or fax, not both)*

**CONTRACT PERIOD:** Date of Award Through One Year

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:	STATE AGENCY'S NAME AND ADDRESS:
<p style="text-align: center;"><b>Fulton Treatment Center, Hillsboro Treatment Center, Montgomery City Youth Center, Hogan Street Regional Youth Center</b></p>	<p style="text-align: center;">Office of Administration Division of Facilities Management, Design &amp; Construction 301 West High Street, Room 730 Jefferson City, MO 65102</p>

The company identified in the spaces below hereby declares understanding, agreement and certification to compliance to provide the items and/or services, at the prices quoted, in accordance with the specifications and requirements contained herein and the State of Missouri – Terms and Conditions (Revised 08/17/15). The identified company further agrees that upon receipt of an authorized purchase order from the Division of Facilities Management, Design and Construction or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between such company and the State of Missouri. The company shall understand and agree that in order to be considered for a contract award, they must be registered in MissouriBUYS. If not registered prior to proposal submission to the state, the company must register in MissouriBUYS immediately upon request by the state.

**SIGNATURE REQUIRED**

VENDOR NAME	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
MAILING ADDRESS	
CITY, STATE, ZIP CODE	
CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

**NOTICE OF BID OPPORTUNITY**

The State of Missouri Division of Facilities Management, Design and Construction currently has a bid opportunity for CCTV Maintenance and Repair at the following locations via IFB FMDC :

- a. Fulton Treatment Center – 1650 Highway O, Fulton
- b. Hillsboro Treatment Center – 10434 State Road BB, Hillsboro
- c. Montgomery City Youth Center – 300 Niedergerke Drive, Montgomery City
- d. Hogan Street Regional Youth Center – 1839 Hogan Street, St. Louis

If your company is interested in submitting a competitive bid to provide these services for the State of Missouri, please be sure to complete the Vendor Information section on the IFB Cover Page, insert your pricing into the Pricing Page(s) as formatted, complete any other exhibits or documentation required and return your bid to the address indicated on the IFB Cover Page.

If you are unable to submit a bid for this IFB, please complete the enclosed Bid Decline form and return it to me at through any of the methods indicated below.

New vendors are encouraged to register as a State of Missouri vendor within the Office of Administration. As a registered vendor, your company can be notified of future bidding opportunities. Please visit <https://missouribuys.mo.gov/> and follow the instructions for the vendor registration.

Thank you for your time, attention, and interest in providing services for the State of Missouri.

*Rebecca Brinkley*

*Contract Services Unit - Section Manager*

*State of Missouri*

*Office of Administration*

*Division of Facilities Management,*

*Design and Construction*

*Harry S Truman Office Building*

*301 West High Street, Room 730*

*Jefferson City, MO 65102*

*Phone: (573) 526-4135*

*Fax: (573) 751-7277*

*E-mail: [Rebecca.Brinkley@oa.mo.gov](mailto:Rebecca.Brinkley@oa.mo.gov)*



**BID DECLINE**

At this time, we decline the opportunity to submit a bid for the services/product requested in IFB Number FMDC20-0001.

**DATE:** \_\_\_\_\_

**VENDOR/COMPANY NAME:** \_\_\_\_\_

**VENDOR/COMPANY ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**CONTACT PERSON'S NAME:** \_\_\_\_\_

**CONTACT PERSON'S TITLE:** \_\_\_\_\_

**CONTACT PERSON'S PHONE NUMBER:** \_\_\_\_\_

**CONTACT PERSON'S EMAIL ADDRESS:** \_\_\_\_\_

**CONTACT PERSON'S SIGNATURE:** \_\_\_\_\_

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## 1. INTRODUCTION AND GENERAL INFORMATION

*This section of the IFB includes a brief introduction and background information about the intended acquisitions and/or services for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.*

### 1.1 Purpose:

1.1.1 This document constitutes a request for competitive, sealed bids for the provision of on-site maintenance services, related parts, and materials for previously installed CCTV equipment and replacement components for the following locations:

- a. Fulton Treatment Center – 1650 Highway O, Fulton
- b. Hillsboro Treatment Center – 10434 State Road BB, Hillsboro
- c. Montgomery City Youth Center – 300 Niedergerke Drive, Montgomery City
- d. Hogan Street Regional Youth Center – 1839 Hogan Street, St. Louis

### 1.2 Questions Regarding the IFB:

1.2.1 IFB Questions - It is the vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise the OA/FMDC if the vendor believes that any language, specifications, or requirements are: (1) ambiguous, (2) contradictory or arbitrary, or both, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the vendor's ability to submit a bid.

a. Except as may be otherwise stated herein, the vendor and the vendor's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the solicitation process, the evaluation, etc., to the contract specialist indicated on the first page of this IFB. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact the contract specialist.

1) The vendor may contact the Office of Equal Opportunity (OEO) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.

b. All questions and issues should be submitted at least ten (10) working days prior to the due date of the bid. If not received prior to ten (10) working days before the bid due date, the OA/FMDC may not be able to fully research and consider the respective questions or issues. Questions and issues relating to the IFB, including questions related to the competitive procurement process, must be directed to the contract specialist. It is preferred that questions be e-mailed to the contract specialist at [rebecca.brinkley@oa.mo.gov](mailto:rebecca.brinkley@oa.mo.gov).

c. The OA/FMDC will attempt to ensure that a vendor receives an adequate and prompt response to questions, if applicable. Upon OA/FMDC's consideration of questions and issues, if OA/FMDC determines that changes are necessary, the resulting changes will be included in a subsequently issued IFB amendment(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for IFB amendment as the questions and issues did not provide further clarity to the IFB. All vendors will be advised of any change to the IFB's language, specifications, or requirements by a formal amendment to the IFB.

NOTE: The only official position of the State of Missouri shall be that which is contained in the IFB and any amendments thereto.

**1.3 Background Information:**

- 1.3.1 A current contract exists for the services being obtained via this IFB. The contract number is FMDC-16-0026. Current pricing is available on **Attachment 1**.
- a. Viewing the contract – A copy of the contract can be obtained by contacting the contract specialist as indicated on the front page of this document.
  - b. State expenditures – The Missouri Accountability Portal (MAP) located on the Internet at: <http://mapyourtaxes.mo.gov/MAP/Expenditures/> provides financial data related to the purchase of the services under the contract. Be sure to read the information provided in the links to “Site Information” and “Disclaimer”. Then search by the contract number shown above when searching for the financial information.
- 1.3.2 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Invitation for Bid.

**END OF PART ONE: INTRODUCTION AND GENERAL INFORMATION**

## 2. SCOPE OF WORK

*This section of the IFB includes requirements and provisions relating specifically to the performance requirements of the OA/FMDC. The contents of this section include mandatory requirements that will be required of the successful vendor and subsequent contractor. Response to this section by the vendor is requested in the Exhibit section of this IFB. The vendor's response, whether responding to a mandatory requirement or a desired attribute will be binding upon the vendor in the event the bid is accepted by the State.*

### 2.1 General Requirements:

- 2.1.1 The contractor shall provide the provision of on-site maintenance services, related parts, materials and replacement components for previously installed CCTV equipment listed on **Attachment 2** for the Office of Administration, Division of Facilities Management, Design and Construction (hereinafter referred to as the Department), in accordance with the provisions and requirements stated herein and to the sole satisfaction of the Department.
- 2.1.2 The contractor must have at least five (5) years' experience, expertise, knowledge and training in providing full service CCTV Equipment Repair Services similar to the equipment, scope of work, included herein.

### 2.2 Performance Requirements:

- 2.2.1 The contractor shall provide on-site maintenance and repair services for previously installed CCTV equipment on an as needed, if needed basis.
- 2.2.2 Unless otherwise approved by the state agency, the contractor shall provide services 24-hour a day, 7 days a week, including state holidays.
  - a. The contractor shall observe the same holiday schedule as the Department. A list of Missouri State Holidays is posted on the Internet at: <http://oa.mo.gov/commissioner/state-holidays>.
  - b. The contractor shall observe the following time-periods for providing services:
    - 1) Normal Business Hours shall be considered 8:00a.m. to 4:30p.m.
    - 2) After Business Hours shall be considered before and after Normal Business Hours.
    - 3) Holiday Hours shall be considered state holidays.
  - c. The contractor shall provide a 24-hour a day, 7 days a week contact service number.
- 2.2.3 The contractor shall respond to the request for services within three (3) hours of the initial contact.
- 2.2.4 Upon arrival to the buildings, the contractor and the contractor's technicians shall sign-in at the facility's maintenance department or security department and shall sign-out upon each departure from the building(s) for any reason (e.g. completion of services, obtaining parts, breaks, or lunch).

### 2.3 Trip Charge:

- 2.3.1 For the purpose of this document, one (1) trip shall be defined as travel that exceeds sixty (60) miles from the contractor's business location to the facility. The contractor shall adhere to the following guidelines:
  - a. The contractor shall equate sixty (60) miles to one (1) hour travel time.
  - b. The contractor shall be allowed one (1) trip charge per service request.
  - c. The contractor shall not be allowed a trip charge for the following circumstances:

- 1) Addressing another issue while on-site to fix the initial call for repair.
- 2) Returning to the site with needed parts to fix the initial call for repair.

## 2.4 Repair Requirements:

- 2.4.1 For purposes of this document, Repair Services shall be defined as repairs, trouble-shooting, alterations, parts and materials.
- 2.4.2 The contractor shall diagnosis the problem and make every reasonable effort to restore the CCTV equipment to normal operation during the response to the request. However, if the contractor is unable to restore the CCTV equipment to normal operation during the response to the request, the contractor shall notify the Department. With the Department's approval, the contractor shall repair the CCTV equipment.
- 2.4.1 In the event the Department requests the contractor to provide repair services, the contractor shall provide the Department with a guaranteed total not-to-exceed price, including an itemized listing of all parts, materials and labor for the requested repair services prior to beginning any repair. Such guaranteed not-to-exceed total price shall be computed using the firm, fixed per hour price for labor, plus the firm, fixed percentage mark-up applied to current manufacturer's list/catalog price for parts and materials, as stated on the Pricing Page.
- a. Repairs shall include replacing like items associated with the CCTV System. Upgrades to the system shall not be allowed.
  - b. The contractor shall agree and understand that the state agency shall have the right to approve or reject such guaranteed not-to-exceed total price.
- 2.4.2 All parts furnished and installed by the contractor shall be genuine original equipment manufacturer (OEM) replacement parts, made especially for the make and model of the component on which the parts are to be installed, unless substitution is specifically approved by the Department prior to installation.
- 2.4.3 In the event of a non-repairable component of the CCTV equipment, the contractor shall furnish and install a new replacement component of like make, model, and capabilities to that which is non-repairable, including cameras, data transmission wiring, power supplies, infrared illuminators, monitors, digital video recorders, video switches, and control-station components with the minimum requirements listed below.
- a. Video Recorder: Digital time-lapse type, continuous recording, with removable hard drive. Recording Time: 2160 hours minimum. Resolution: 1,080p, minimum. Programming: SmartMedia card for software updating, image archiving, and image transfer to a PC. Compression: H.264 or H.265. Time and Date Generator: Records time (hr:min:sec) and date legend of each frame.
  - b. Monitor: Horizontal Resolution: 1,080p. Minimum Front Panel Devices and Controls; Power switch, power-on indicator, and brightness, contrast, color, and tint controls. Automatic Degaussing. Electrical; 120-V ac, 60 Hz.
  - c. IP Cameras: Comply with UL 639. Pickup Device; CCD interline transfer, 380,000 pixels.
  - d. Digital Switchers: 24 Port (PoE) switches: 220 watt.
  - e. Control Station: Personal Computer capable of stand-alone operation with sufficient memory to support operating system, database, and programming requirements, and with sufficient I/O capacity for the application.



- f. Power Supplies: Low-voltage power supplies matched for voltage and current requirements of cameras and accessories, and of type as recommended by manufacturer of camera. Enclosure; NEMA 250, Type 3.
- g. Normal System Power Supply: 120 V, 60 Hz, through a locked disconnect device and an isolation transformer in central-station control unit. Central-station control unit shall supply power to all components connected to it unless otherwise indicated. Otherwise specified herein, the contractor shall furnish all material, labor, equipment, and supplies necessary to perform the services required herein.
- h. Power Continuity for Control Station: Batteries in power supplies of central-station control units and individual system components shall maintain continuous system operation during outages of both normal and backup ac system supply.
- i. Battery Back-up: APC BK350; APC BK700; Rechargeable, 10-year life expectancy. Capacity adequate to operate portions of system served including audible trouble signal devices for up to four hours and audible and visual alarm devices under alarm conditions for an additional 10 minutes.
- j. Battery Charger: Solid-state, fully automatic, variable-charging-rate type. Charger shall recharge fully discharged battery within 24 hours.
- k. Mounting Brackets and hardware for wall or ceiling mounting of the Protective Housings for Cameras: Type matched to items supported and mounting conditions. Built-in, thermostat-activated heater and blower units. Units shall be automatically controlled, so the environmental limits of the camera equipment are not exceeded. Sun shield shall not interfere with normal airflow around the housing. Enclosure Rating: NEMA 3S with Ingress Protection Code IP\_62 or greater.
- l. Transmission Cabling: Fiber Optic, Ethernet, Coaxial, Converters.
- m. Surge Protection: Capable of protecting the systems from high voltage electrical surges.

## 2.5 Personnel Requirements:

- 2.5.1 The contractor must provide qualified personnel directly employed and supervised by the contractor to provide CCTV Repair Services in a manner satisfactory to and acceptable by the Department.
- 2.5.2 The contractor's personnel shall be reasonably dressed and groomed while at the facilities.
- 2.5.3 The contractor's technicians shall wear an article of clothing identifying the contractor or a subcontractor, and have a picture identification tag visible at all times.

## 2.6 Security Requirements:

- 2.6.1 Security Clearance: By no later than fifteen (15) calendar days prior to providing services, the contractor and each of the contractor's personnel assigned to the contract must have a current security clearance approved by the Office of Administration, Division of Facilities Management, Design and Construction in order to provide service under the contract.
  - a. The Office of Administration, Division of Facilities Management, Design and Construction participates in the Missouri RAP Back Program and the National RAP Back Program. Therefore, the contractor's personnel submitting their fingerprint images are advised that their fingerprint images will be retained in state and federal biometrics databases, pursuant to Section 43.540 RSMo.
  - b. The contractor must adhere to all requirements stated in the Fingerprint Requirements - Attachment 4.

- c. Prior to proceeding with the fingerprint process, the contractor shall obtain signatures on the forms identified below from the contractor’s personnel and submit the signed forms to the Office of Administration, Division of Facilities Management, Design and Construction as indicated.

Name of Form	Send to
Authorization for Release of Information/Confidentiality Oath form <b>Attachment 4</b>	<a href="mailto:fmdcsecurity@oa.mo.gov">fmdcsecurity@oa.mo.gov</a>
Missouri Applicant Fingerprint Privacy Notice, <b>Attachment 5</b>	<a href="mailto:fmdcsecurity@oa.mo.gov">fmdcsecurity@oa.mo.gov</a>

- d. The contractor must obtain the required fingerprint based security clearances from the Missouri State Highway Patrol using either of the two following options:
- e. Provide a SHP-984 document available at: SHP-984 MACHS Fingerprint Services Form FMDC to the personnel to be fingerprinted to take to the Missouri State Highway Patrol, Criminal Justice Information Services Division in Jefferson City.
- f. Personnel may utilize an IdentoGo (IDEMIA) location for submission of fingerprints by registering on the MSHP website at: <https://www.machs.msdp.dps.mo.gov/MACHSFP/home.html> and using the code 5434.
  - ✓ For further information on how to obtain a fingerprint-based criminal records check, go to the Missouri State Highway Patrol’s website at: <http://www.msdp.dps.missouri.gov/MSHPWeb/PatrolDivisions/CRID/crimRecChk.html> and click on the “Informational Page” link.
- g. The fingerprint based security clearances will be automatically electronically routed to the Office of Administration, Division of Facilities Management, Design and Construction.
- h. When the results of the fingerprint based security clearances become available to the Office of Administration, Division of Facilities Management, Design and Construction, a check for outstanding wants and warrants on each personnel will be conducted. Upon completion, the Office of Administration, Division of Facilities Management, Design and Construction will notify the contractor of the clearance approval decision.

2.6.2 For each new person assigned to provide services, the contractor must provide the required security clearance information at least five (5) days prior to the new person providing services.

2.6.3 The Department shall have the right to deny any of the contractor’s personnel access to any facility for any reason.

2.6.4 Contractor Badge: Upon completion of the security clearance process, the Office of Administration, Division of Facilities Management, Design and Construction will provide the contractor with the location of the appropriate regional office of the Office of Administration, Division of Facilities Management, Design and Construction to obtain a contractor badge. The contractor’s personnel shall wear the contractor badge at all times while working at each facility.

**2.7 Payment Requirements:**

2.7.1 Prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.

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

2.7.2 Invoicing and Payment – The contractor must itemize all expenses incurred and dates of service on the invoice submitted to the address indicated on the purchase order. Services and repairs must be satisfactorily completed prior to payment.

- a. The contractor shall invoice for Normal Business Hours for actual hours services were provided during 8:00a.m. to 4:30p.m. at the Normal Business Hour price per hour as stated on the pricing page.
- b. The contractor shall invoice for After Business Hours for actual hours services were provided before and after the normal business hours at the After Business Hour price per hour stated on the pricing page.
- c. The contractor shall invoice for Holiday Hours for actual hours services were provided on any State of Missouri holiday at the Holiday Hour price per hour stated on the pricing page.
- d. The contractor shall invoice for parts, materials and components used in the provision of services at cost plus percentage mark-up rate from cost as stated on the pricing page. The contractor must show the cost, the amount of the percentage mark-up, and that mathematical total for the parts and materials on the invoice. (e.g. cost = \$1.00, mark-up percentage = 10%; invoice would state: cost \$1.00, 10% mark-up \$.10, total column = \$1.10)
- e. The contractor must invoice Normal Business Hours, After Business Hours, and Holiday Hours on separate lines with the actual number of hours used, and each corresponding per hour rate.
- f. The contractor shall invoice for trip charges in accordance with the firm, fixed pricing stated on the Pricing Page for line item 9.
  - 1) The contractor shall not exceed four (4) hours per service request.
  - 2) The contractor shall provide a web-based mapping document which shows the distance and travel time between the contractor's business location and facility with each trip charge invoiced.

2.7.3 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, travel expenses, trip charges, shipping or freight charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2.7.4 Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the Department may withhold payment or reject invoices under the contract.

2.7.5 Final invoices are due by no later than thirty (30) calendar days of the expiration of the contract. The Department shall have no obligation to pay any invoice submitted after the due date.

- 2.7.6 If a request by the contractor for payment or reimbursement is denied, the Department shall provide the contractor with written notice of the reason(s) for denial.
- 2.7.7 If the contractor is overpaid by the Department, upon official notification by the Department, the contractor shall provide the Department (1) with a check payable as instructed by the Department in the amount of such overpayment at the address specified by the Department or (2) deduct the overpayment from the monthly invoices as requested by the Department.

**END OF PART TWO: SCOPE OF WORK**

### 3. GENERAL CONTRACTUAL REQUIREMENTS:

*This section of the IFB includes the general contractual requirements and provisions that shall govern the contract after IFB award. The contents of this section include mandatory provisions that must be adhered to by the state and the contractor unless changed by a contract amendment. Response to this section by the vendor is not necessary as all provisions are mandatory.*

#### 3.1 Contractual Requirements:

- 3.1.1 Contract - A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Department's acceptance of the response (bid) by "notice of award". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
  - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
  - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 3.1.2 Contract Period - The original contract period shall be as stated on the Notice of Award. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Department shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Department exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 3.1.3 Renewal Periods - If the option for renewal is exercised by the Department, the contractor shall agree that the prices for the renewal period shall not exceed the maximum 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. In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

- 3.1.4 Contract Price - All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- a. Prices shall include all packing, handling, shipping and freight charges FOB Destination, Freight Prepaid and Allowed. The State of Missouri shall not make additional payments or pay add-on charges for freight or shipping unless specifically described and priced in the bid, or as otherwise specifically stated and allowed by the IFB.
- 3.1.5 Termination - The Department 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 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.
- 3.1.6 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.
  - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 3.1.7 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. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.
- a. In the event the insurance coverage is canceled, the Department must be notified within thirty (30) calendar days.
- 3.1.8 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 subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:
  - 1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
  - 2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

3.1.9 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 Department 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 upon completion of delivery.
- b. The Department will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshops 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 Department 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 Department 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 Department detailing all efforts made to secure a replacement. The Department 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.

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

- a. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the 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.
  - b. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
  - c. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
    - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
    - 2) Provide to the Department the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
    - 3) Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
  - d. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.
- 3.1.11 Contractor Status - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or a Department of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 3.1.12 Coordination - The contractor shall fully coordinate all contract activities with those activities of the Department. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the Department or the Department throughout the effective period of the contract.
- 3.1.13 Replacement of Damaged Product - The contractor shall be responsible for replacing any item received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning non-functional items to the contractor for replacement.



### 3.1.14 Confidentiality:

- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the Department.
- b. If required by the Department, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

### 3.1.15 Contractor Equipment Use:

- a. 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.

3.1.16 The contractor shall not perform any work under the contract that by Missouri law (section 290.250, RSMo) requires prevailing wage. The contractor must notify the Department if any requested work would involve prevailing wage; the Department shall then arrange for said work outside the subject contract in accordance with Missouri law.

3.1.17 Federal Funds Requirements - The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:

- a. Steven's Amendment – In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal funds unless the prior approval of the Department is obtained and unless they clearly state the following as provided by the Department:
  - 1) The percentage of the total costs of the program or project which will be financed with Federal funds;
  - 2) The dollar amount of Federal funds for the project or program; and
  - 3) The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

## 3.2 Business Associate Provisions:

3.2.1 Health Insurance Portability and Accountability Act of 1996, as amended - The Department and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the Department. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."

- a. The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:

- 1) "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
- 2) "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.
- 3) "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.
- 4) "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Department.
- 5) "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
- 6) "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.
- 7) "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- 8) "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
- 9) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 10) "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:
  - (a) Except as provided in paragraph (b) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
  - (b) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (Department) in its role as employer.
- 11) "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.
- 12) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
- 13) "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.

- b. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
- c. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the Department. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.
- d. The Department and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.

### 3.2.2 Permitted Uses and Disclosures of Protected Health Information by the contractor:

- a. The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the Department, except for the specific uses and disclosures in the contract.
- b. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Department as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- c. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the Department by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- d. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
- e. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
- f. If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the Department as permitted by 45 CFR 164.504(e)(2)(i)(B).
- g. The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the Department to do so.
- h. The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the Department's minimum necessary policies and procedures.

### 3.2.3 Obligations and Activities of the Contractor:

- a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).

- b. The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
- 1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;
  - 2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;
  - 3) Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;
  - 4) Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and
  - 5) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- c. With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the Department and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.
- e. By no later than ten (10) calendar days after receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the Department available to the Department and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.
- f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the Department to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the Department. If requested by the Department or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the Department upon request.
- g. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a Department request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the

Department provide the Department access to the Protected Health Information in an individual's designated record set. However, if requested by the Department, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.

- h. At the direction of the Department, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- i. The contractor shall report to the Department's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- j. The contractor shall report to the Department's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the Department's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- k. The contractor shall report to the Department's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- l. The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
  - 1) The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
  - 2) The electronic address of any individual who has specified a preference of contact by electronic mail;
  - 3) A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
  - 4) A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
  - 5) The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.

- m. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.
- n. Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.
- o. If the contractor becomes aware of a pattern of activity or practice of the Department that constitutes a material breach of contract regarding the Department's obligations under the Business Associate Provisions of the contract, the contractor shall notify the Department's Security Officer of the activity or practice and work with the Department to correct the breach of contract.
- p. The contractor shall indemnify the Department from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the Department for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the Department under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.

#### 3.2.4 Obligations of the Department:

- a. The Department shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the Department's notice of privacy practices in accordance with 45 CFR 164.520.
- b. The Department shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- c. The Department shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the Department has agreed to in accordance with 45 CFR 164.522.
- d. The Department shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

#### 3.2.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the Department, either return to the Department or destroy all Protected Health Information received by the contractor from the Department, or created or received by the contractor on behalf of the Department, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

- a. In the event the Department determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the Department and obtain instructions from the Department for either the return or destruction of the Protected Health Information.

- 3.2.6 Breach of Contract – In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the Department determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the Department shall report the breach of contract to the Secretary of the Department of Health and Human Services.

**END OF PART THREE: GENERAL CONTRACTUAL REQUIREMENTS**

#### **4. BID SUBMISSION, EVALUATION, AND AWARD INFORMATION**

##### **4.1 Submission of Bids:**

- 4.1.1 The vendor should include completed exhibits, forms, and other information concerning the bid, including completed Pricing Page(s), with the original bid.
- a. The bid should be consecutively page numbered.
  - b. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the vendor is requested to print the bid double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy bids may be submitted in a notebook or binder.
  - c. The front cover of the original bid should be labeled "original".

##### **4.2 Contact:**

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

##### **4.3 Open Records:**

- 4.3.1 Pursuant to section 610.021, RSMo, the bid shall be considered an open record after the bids are opened. Therefore, the vendor is advised not to include any information that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers.

##### **4.4 Compliance with Terms and Conditions:**

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

##### **4.5 Evaluation and Award Process:**

- 4.5.1 After determining that a bid satisfies the mandatory requirements stated in the Invitation for Bid, a cost analysis shall be conducted. The contract shall be awarded to the lowest priced responsive vendor.
- 4.5.2 Open Competition – Any manufacturer's name, 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.
- a. The vendor may offer any brand of product that meets or exceeds the specifications. In addition to identifying the manufacturer's name and model number, the vendor must explain in detail how their product meets or exceed the specifications. Bids, which do not comply with the requirement and the specifications, are subject to rejection without clarification.



**4.6 Evaluation of Cost:**

- 4.6.1 The evaluation of cost shall cover the original contract period, including any renewal periods.
- 4.6.2 The vendor must provide firm, fixed pricing as required on Exhibit A, Pricing Page, for all line items, including all renewal pricing.
  - a. The cost evaluation shall be based on a total cost determined using the quantities provided below and the firm fixed prices stated on the Pricing Page for each potential contract period.
    - Ten (10) hours annually of Normal Business Hours
    - Ten (10) hours annually of After Business Hours
    - Ten (10) hours annually of Holiday Hours
    - \$5,000 worth of Materials annually
    - Ten (10) hours annually of Trip Charges
  - b. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

Lowest Responsive Vendor's Price Compared Vendor's Price	x	100 Maximum Cost Evaluation Points	=	Awarded Cost Evaluation Points
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- c. The vendor shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect actual nor anticipated usage.

**4.7 Vendor Information**

- 4.7.1 The vendor should provide information about the vendor's organization on Exhibit B.
- 4.7.1 Experience - The vendor should provide information related to previous and current services/contracts of the vendor or any proposed subcontractor where performance was similar to the required services of this IFB. The information may be shown on Exhibit C or in a similar manner.

**4.8 Determination for Award:**

- 4.8.1 The award shall be made to the lowest priced responsive vendor. Other factors that affect the determination of the lowest price responsive vendor include consideration of the Blind/Sheltered Workshop Preference explained in the paragraphs that follow.
- 4.8.2 The State of Missouri reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the vendor to meet mandatory general performance specifications; and/or 2) failure of the vendor to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the vendor within the past three years. As deemed in its best interests, the State of Missouri reserves the right to clarify any and all portions of any vendor's offer.

**4.9 Organizations for the Blind and Sheltered Workshop Preferences:**

- 4.9.1 Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a five (5) to fifteen (15) bonus point preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a

sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

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

- a. The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
- b. The services performed or the products provided by an organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- c. If the vendor is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the vendor must provide the following information with the bid:
  - 1) Participation Commitment - The vendor must complete Exhibit D, Participation Commitment, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the vendor submitting the bid is an organization for the blind or sheltered workshop, the vendor must be listed in the appropriate table on the Participation Commitment Form.
  - 2) Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit E, Documentation of Intent to Participate Form, signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

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

- d. A list of Missouri sheltered workshops can be found at the following Internet address:  
<http://dese.mo.gov/special-education/sheltered-workshops/directories>
- e. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:  
<http://www.lhbindustries.com>  
<http://www.alphapointe.org>
- f. Commitment – If the vendor's bid is awarded, the organization for the blind or sheltered workshop participation committed to by the vendor on Exhibit D, Participation Commitment, shall be interpreted as a contractual requirement.

g. If all requirements are met, the vendor shall receive a five (5) to fifteen (15) point bonus to a bid meeting specifications or bid that includes subjective or other criteria deemed in the best interest of the state and provided in the solicitation document.

- 1) A sliding scale for the award of points shall range from a minimum of five (5) points to a maximum of fifteen (15) points. The award of the minimum five (5) points shall be based on the bid containing a commitment that the participating nonprofit organization or workshop is providing the greater of two percent (2%) or five thousand dollars (\$5,000.00) of the total contract value of bids for purchase not exceeding ten million dollars.
- 2) Where the commitment in the bid exceeds the minimum level set forth in section 34.165 to obtain five (5) points, the awarded points shall exceed the minimum five (5) points, up to a maximum of fifteen (15) points. The formula to determine the awarded points for commitments above the two percent (2%) minimum shall be calculated based on the commitment in the bid (expressed as a number, not as a percentage) times 2.5 points:

$$\text{Vendor's Commitment Number} \times 2.5 \text{ points} = \text{Awarded Points}$$

Examples: A commitment of 3% would be calculated as:  $3 \times 2.5 \text{ points} = 7.5 \text{ awarded points}$ . A commitment of 5.5% would be calculated as:  $5.5 \times 2.5 \text{ points} = 13.75 \text{ awarded points}$ . Commitments at or above six percent (6%) shall receive the maximum of fifteen (15) points.

#### **4.10 Missouri Service-Disabled Veteran Business Preference:**

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

#### **4.11 Other Bid Submission Requirements:**

4.11.1 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the vendor meets the section 285.525, RSMo, definition of a "business entity" ([Section: 285.0525 Definitions. RSMO 285.525](#)), the vendor must affirm the vendor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The vendor should complete applicable portions of Exhibit G, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit G must be submitted prior to an award of a contract.

4.11.2 Debarment Certification – The vendor certifies by signing the signature page of this original document and any amendment signature page(s) or by submitting an on-line bid that the vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The vendor should complete and return the attached certification regarding debarment, etc., Exhibit H with the bid. This document must be satisfactorily completed prior to award of the contract.

4.11.3 Miscellaneous Information – The vendor should complete and submit Exhibit I, Miscellaneous Information.

4.11.4 Business Compliance - The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any amendment signature page(s) or by submitting an on-line bid that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws

prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- a. Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
- b. Certificate of authority to transact business/certificate of good standing (if applicable)
- c. Taxes (e.g., city/county/state/federal)
- d. State and local certifications (e.g., professions/occupations/activities)
- e. Licenses and permits (e.g., city/county license, sales permits)
- f. Insurance (e.g., worker's compensation/unemployment compensation)

The vendor should refer to the Missouri Business Portal at <http://business.mo.gov> for additional information.

- 4.11.5 Bid Submission Checklist – The Bid Submission Checklist on Attachment 3 is for the convenience of the vendor to ensure all applicable and necessary documentation is completed and submitted with the vendor's response.

**EXHIBIT A**  
**PRICING PAGE**

The vendor shall provide firm, fixed pricing for maintenance and repairs pursuant to all mandatory requirements herein. All costs associated with providing the services required herein shall be included in the pricing provided. (code: 92121701)

DESCRIPTION	EST. QTY.	UNIT OF MEASURE	Original Contract Period Firm, Fixed Price	First Renewal Period Maximum Price	Second Renewal Period Maximum Price
Normal Business Hours	10	Price per Hour, per Person			
After Business Hours	10	Price per Hour, per Person			
Holiday Hours	10	Price per Hour, per Person			
The vendor shall agree and understand that the percentage mark-up shall remain firm and unchanged for the entire term of the contract					
Parts and Materials	\$5,000.00	% Mark-up	_____ %		

**Trip Charge** – The vendor shall provide a firm, fixed price for trip charge that exceeds sixty (60) miles/one (1) hour from the vendor’s business location for the original contract period and a maximum price for each renewal period in accordance with the provisions and requirements of this IFB. All costs associated with providing the required services shall be included in the stated prices. (UNSPCS Code: 25172700)

Item Description	Original Contract Period <i>Firm, Fixed Price</i>	1 <sup>st</sup> Renewal Period <i>Maximum Price</i>	2 <sup>nd</sup> Renewal Period <i>Maximum Price</i>
Trip Charge	_____/Hour	_____/Hour	_____/Hour

**EXHIBIT B**  
**VENDOR INFORMATION**

The vendor should provide the following information about the vendor's organization:

- a. Provide a brief company history, including the founding date and number of years in business as currently constituted.
- b. Describe the nature of the vendor's business, type of services performed, etc. Identify the vendor's website address, if any.
- c. Provide a list and a short summary of information regarding the vendor's current contracts/clients.
- d. List, identify, and provide reasons for each contract/client gained and lost in the past 2 years.
- e. Describe the structure of the organization including any board of directors, partners, top departmental management, corporate organization, corporate trade affiliations, any parent/subsidiary affiliations with other firms, etc.
- f. Provide a list summarizing any pending or final legal proceedings involving you or your company that took place in any court of law, administrative tribunal or alternative dispute resolution process that was filed, settled or gone to final judgment within the last three (3) years. The summary need not disclose confidential information of a disputed allegation of fact or law, but must contain the allegations made and/or contested or findings of the court of law, tribunal or dispute resolution process. Failure to provide a full and accurate summary of legal proceedings may result in rejection of the proposal or termination of any subsequent contract.
- g. Document the vendor's financial solvency in a manner that is acceptable for public review. Audited financial statements for the last year will provide such documentation; however, the statements will become public information. If the vendor is a subsidiary, also provide the documentation for the parent company.

**EXHIBIT C**

**CURRENT/PRIOR EXPERIENCE**

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

<b>Vendor Name or Subcontractor Name:</b> _____	
<b>Reference Information (Current/Prior Services Performed For:)</b>	
Name of Reference Company:	
Address of Reference Company <input checked="" type="checkbox"/> Street Address <input checked="" type="checkbox"/> City, State, Zip	
Reference Contact Person Information: <input checked="" type="checkbox"/> Name <input checked="" type="checkbox"/> Phone Number <input checked="" type="checkbox"/> E-mail Address	
Dates of Services:	
If service/contract has terminated, specify reason:	
Dollar Value of Services	
Description of Services Performed	

**EXHIBIT D**

**PARTICIPATION COMMITMENT**

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

<b>Organization for the Blind/Sheltered Workshop Commitment Table</b>		
(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
<b>Name of Organization for the Blind or Sheltered Workshop Proposed</b>	<b>Committed Participation</b> (\$ amount or % of total value of contract)	<b>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</b> <i>The vendor should also include the paragraph number(s) from the IFB which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.		Product/Service(s) proposed: ----- IFB Paragraph References:
2.		Product/Service(s) proposed: ----- IFB Paragraph References:



**EXHIBIT E**

**DOCUMENTATION OF INTENT TO PARTICIPATE**

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

*~ Copy This Form For Each Organization Proposed ~*

Vendor Name: \_\_\_\_\_

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

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

Indicate appropriate business classification(s):

\_\_\_\_\_ Organization \_\_\_\_\_ Sheltered  
\_\_\_\_\_ for the Blind \_\_\_\_\_ Workshop

Name of Organization: \_\_\_\_\_

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

City: \_\_\_\_\_ Fax #: \_\_\_\_\_

State/Zip: \_\_\_\_\_ Certification # \_\_\_\_\_

(or attach copy of certification)

Certification Expiration Date: \_\_\_\_\_

**PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Authorized Signature:**

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

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

**EXHIBIT F****MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

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

**STANDARDS:**

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

- Doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- Having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs. (An SDV is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.);
- Having the management and daily business operations controlled by one (1) or more SDVs;
- Having a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
- Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

If a vendor meets the standards of a qualified SDVE as stated above, and unless previously submitted within the past five (5) years to the DEPARTMENT or to the Office of Administration, Division of Purchasing and Materials Management (DPMM), the vendor **must** provide the following SDV documents to receive the Missouri SDVE three (3) bonus point preference:

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

(NOTE: The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

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

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

\_\_\_\_\_  
 Service-Disabled Veteran's Name  
 (Please Print)

\_\_\_\_\_  
 Service-Disabled Veteran Business Enterprise Name

\_\_\_\_\_  
 Service-Disabled Veteran's Signature

\_\_\_\_\_  
 Missouri Address of Service-Disabled Veteran  
 Business Enterprise

\_\_\_\_\_  
 Phone Number

\_\_\_\_\_  
 Website Address

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 E-Mail Address

The SDVE vendor should check the appropriate statement below and, if applicable, provide the requested information.

- No, I have not previously submitted the SDV documents specified herein to the DEPARTMENT or to the Office of Administration, Division of Purchasing and Materials Management (DPMM) and therefore have enclosed the SDV documents.
- Yes, I previously submitted the SDV documents specified herein within the past five (5) years to the DEPARTMENT.
- Yes, I previously submitted the SDV documents specified above within the past five (5) years to the Office of Administration, Division of Purchasing and Materials Management (DPMM).

**Date** SDV Documents were Submitted: \_\_\_\_\_

Previous **Bid/Contract Number** for Which the SDV Documents were Submitted: \_\_\_\_\_

(if applicable and known)

(NOTE: If the SDVE and SDV are listed on the DPMM SDVE database located at <http://content.oa.mo.gov/sites/default/files/sdvelisting.pdf> , then the SDV documents have been submitted to the DPMM within the past five [5] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the DPMM will remove the SDVE and associated SDV from the database.)

**FOR STATE USE ONLY**

SDV's Documents - Verification Completed By:

\_\_\_\_\_  
 Procurement Officer

\_\_\_\_\_  
 Date

**EXHIBIT G**

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

**BUSINESS ENTITY CERTIFICATION:**

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

<b><u>BOX A:</u></b>	To be completed by a non-business entity as defined below.
<b><u>BOX B:</u></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 <a href="http://www.dhs.gov/files/programs/gc_1185221678150.shtm">http://www.dhs.gov/files/programs/gc_1185221678150.shtm</a> .
<b><u>BOX C:</u></b>	To be completed by a business entity who has current work authorization documentation on file with a Missouri Department including Department.

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

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

**BOX A – CURRENTLY NOT A BUSINESS ENTITY**

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

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

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under FMDC19-0050 and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
Authorized Representative’s Name (Please Print)

\_\_\_\_\_  
*Authorized Representative’s Signature*

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Date

**EXHIBIT G, continued**

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

**BOX B – CURRENT BUSINESS ENTITY STATUS**

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

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
*Authorized Business Entity  
Representative's Signature*

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

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

- Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed, at minimum, by the vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the vendor'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 G, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

The vendor 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.)*

_____	_____
<i>Authorized Representative's Signature</i>	Printed Name
_____	_____
Title	Date
_____	_____
E-Mail Address	E-Verify Company ID Number

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)

_____	_____
<i>Signature of Notary</i>	Date

**EXHIBIT G, continued**

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

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

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

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

Name of **Missouri Department** or **Public University\*** to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

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

**Date** of Previous E-Verify Documentation Submission: \_\_\_\_\_

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

\_\_\_\_\_  
Authorized Business Entity Representative’s  
Name (Please Print)

\_\_\_\_\_  
*Authorized Business Entity  
Representative’s Signature*

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
E-Verify MOU Company ID Number

**FOR STATE OF MISSOURI USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

**EXHIBIT H**

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Company Name	DUNS # (if known)
Authorized Representative's Printed Name	Authorized Representative's Title
<i>Authorized Representative's Signature</i>	Date

**Instructions for Certification**

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



**EXHIBIT I**

**MISCELLANEOUS INFORMATION**

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

Are any of the vendor’s proposed products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
If YES, do the proposed products/services satisfy the conditions described in section 4 1., 2., 3., or 4. of Executive Order 04-09 indicated below? (see the following web link: <a href="http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp">http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp</a> )	Yes _____	No _____
If YES, mark the appropriate exemption below, and provide the requested details: ___ 1. Unique good or service. ✓ EXPLAIN: _____ ___ 2. Foreign firm hired to market Missouri services/products to a foreign country. ✓ Identify foreign country: _____ ___ 3. Economic cost factor exists ✓ EXPLAIN: _____ ___ 4. Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US. • Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: ___% • Specify what contract work would be performed outside the United States: _____		

**Employee Bidding/Conflict of Interest:**

Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor’s organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of Department or political subdivision where employed:	
Percentage of ownership interest in vendor’s organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____%

**ATTACHMENT 1**  
Current Pricing

	EST. QTY	UNIT OF MEASURE	Second Renewal Period Maximum Price
Normal Business Hours	10	Price per Hour, per Person	\$ <u>105</u>
After Business Hours	10	Price per Hour, per Person	\$ <u>156</u>
Holiday Hours	10	Price per Hour, per Person	\$ <u>209</u>
The contractor shall agree and understand that the percentage mark-up shall remain firm and unchanged for the entire term of the contract.			
Parts, Materials and Components	\$5000.00	% Mark-up	<u>1.35</u> %

**ATTACHMENT 2****CURRENT INVENTORY LIST OF EQUIPMENT****FULTON STATE HOSPITAL:**

1 each – HP Server, Model# TPS-H002 Serial# 2M280205CN

1 each – Client Model HP Z240 Tower Workstation, Product # L9K19UT#ABA, Serial# 2UA7520ZMF

4 each – Dell monitors, Model# P2412HD

Monitor 1 Serial# CN-OK649T-74261-370-0WLU

Monitor 2 Serial# CN-OK649T-74261-37N-2DCU

Monitor 3 Serial# CN-OK649T-74261-37N-26OU

Monitor 4 Serial# CN-OK649T-74261-37N-2KCU

2 each – battery backup, APC 700

1 each – MB switch, 365 watt, model# JE007A, Serial# CN35BX33XS

1 each – MB switch, 170 watt, model# JE008A, Serial# CN36BX41QV

Cottage A switch: 170 watt, model# JE008A, Serial# CN36BX401L

Cottage B switch: 170 watt, model# JE008A, Serial# CN36BX400J

Cottage C switch: 170 watt, model# JE008A, Serial# CN36BX400N

**Cameras**

21 each – IQ861NE-V16

29 each – D64-A-V11-000

16 each – IQA31BU-A3

5 each – IQM30NE-B5

**HILLSBORO TREATMENT CENTER:**

QUANTITY	DEVICE NAME	MANUFACTURER	MODEL #	TYPE	LOCATION
17	CAMERA	ACTi		DOMES	CORE BLDG INTER
11	CAMERA	IQEYE		DOMES	CORE BLDG INTER
5	CAMERA	ACTi		DOMES	HUA INTER
3	CAMERA	IQEYE		DOMES	HUA INTER
4	CAMERA	ACTi		DOMES	HUB INTER
3	CAMERA	IQEYE		DOMES	HUB INTER
6	CAMERA	ACTi		DOMES	HUC INTER
2	CAMERA	IQEYE		DOMES	HUC INTER
1	CAMERA	AXIS		DOMES	CORE BLDG EXTER
1	CAMERA	AXIS		BULLET	CORE BLDG EXTER
11	CAMERA	IQEYE	SENTINEL	BULLET	CORE BLDG EXTER
3	CAMERA	IQEYE	SENTINEL	BULLET	HUA EXTER
2	CAMERA	AXIS		BULLET	HUB EXTER
3	CAMERA	IQEYE	SENTINEL	BULLET	HUB EXTER
1	CAMERA	IQEYE	SENTINEL	DOMES	HUC EXTER
1	CAMERA	AXIS		PTZ DOMES	HUC EXTER
1	VIDEO RECORDER	EXACQ	IP08-36T- R2Z		CORE BLDG INTER
2	MONITOR	RCA	54"		CORE BLDG INTER
1	NETWORK SWITCH	HP	JE007A		CORE BLDG INTER
1	NETWORK SWITCH	HP	JE008A		CORE BLDG INTER
3	BATTERY BACK UP	ORION OFFICE PRO	OP750U- LCD		CORE BLDG INTER
1	NETWORK SWITCH	HP	JE008A		HUA INTER
1	BATTERY BACK UP	APC	CS 350		HUA INTER
1	NETWORK SWITCH	HP	JE007A		HUB/C INTER
1	BATTERY BACK UP	APC	CS 350		HUB/C INTER

*Attachment 2 continued next page*

**MONTGOMERY CITY YOUTH CENTER:**

1 each - MCYC Camera Server in Core Front Office.

Exacq

Model: IP04-32T-R4A

Serial: ER1739035731

1 each - MCYC Camera Client Tower.

HP Z240

Serial: 2UA7331J5Y

Product No. L9K19UT#ABA

Also has keyboard and mouse.

2 each – APC Pro 700 Battery back ups for  
Server & client

4 each- APC CS 350 for Cottages.

1 each – Core: HPV1910-24G-PoE Switch, 365 watt, Product# JE007A, serial # CN37BX30X4,

5 each – Core: HPV1910-24G-PoE Switch, 170 watt, Product# JE008A, serial# CN35BX41MY,

Cottage A: HPV1910-24G-PoE Switch, 170 watt, Product# JE008A, serial# CN35BX402L

Cottage B: HPV1910-24G-PoE Switch, 170 watt, Product# JE008A, serial# CN35BX401V

Cottage C: HPV1910-24G-PoE Switch, 170 watt, Product# JE008A, serial# CN35BX402C

Cottage D: HPV1910-24G-PoE Switch, 170 watt, Product# JE008A, serial# CN35BX402X

4 each - MCYC Camera monitors.

DELL

Model: P2412 Hb

**Camera's**

15 each – IQM30NE-Alliance MX, manufacturer – IQinVision

36 each – ActI D64, manufacturer – ACTi Corporation

17 each – IQ861NE-Sentinel, manufacturer – IQinVision

1 each – Axis Q6032, manufacturer – AXIS Communications

16 each – IQA31 NI Alliance Pro, manufacturer – IQinVision

**HOGAN STREET REGIONAL YOUTH CENTER:**

<b>QUANTITY</b>	<b>DEVICE NAME</b>	<b>MANUFACTURER</b>	<b>MODEL #</b>	<b>TYPE</b>	<b>LOCATION</b>
36	CAMERA	ACTi		DOMES	BUILDING INTERIOR
10	CAMERA			BOX	BUILDING EXTERIOR
1	VIDEO RECORDER	EXACQ	TP04-24T-R4A		ROVER'S OFFICE
2	MONITOR	LG	45"		ROVER'S OFFICE
1	NETWORK SWITCH	HP	JE007A		ROVER'S OFFICE
3	NETWORK SWITCH	HP	JE008A		ROVER'S OFFICE
1	BATTERY BACK UP	WBOX/NEW	OE-RCKMT1500	UPS	ROVER'S OFFICE
2	BATTERY BACK UP	APC/NEW	PRO700	UPS	
1	BATTERY BACK UP	APC/OLD	CS350	UPS	PHONE/SERVER ROOM

**ATTACHMENT 3**  
 Bid Submission Checklist

✓	<b>TASK TO BE COMPLETED</b>
	Completed and Signed IFB Cover Page, if submitting a complete bid
	Completed and Signed Bid Decline, if declining to submit a complete bid
	Completed Pricing Page, Exhibit A, including renewal pricing
	Completed Vendor Information, Exhibit B
	Completed Current/Prior Experience, Exhibit C
	Completed BSW Participation Commitment, Exhibit D and Exhibit E, if including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind or a sheltered workshop.
	Completed Missouri Service Disabled Veteran Business Enterprise Preference, Exhibit F, if applicable
	Completed E-Verify Documentation, Exhibit G:
	Box A, Box B <b>or</b> Box C, whichever is applicable
	Completed, Signed and Notarized AFFIDAVIT OF WORK AUTHORIZATION
	Copy of the E-Verify Memorandum of Understanding; Electronically signed by company and the Department of Homeland Security
	Completed and Signed Debarment Certification, Exhibit H
	Completed Miscellaneous Information, Exhibit I
	Secretary of State Business Registration
	MissouriBUYS Vendor Registration
	Authorization for Release of Information
	Applicant Fingerprint Privacy Notice

**ATTACHMENT 4**

**(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 services stated herein.

\_\_\_\_\_  
Applicant’s Name (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant’s Signature

\_\_\_\_\_  
Birth date

\_\_\_\_\_  
Applicant’s Social Security Number

\_\_\_\_\_  
Driver’s License Number or a State Issued ID Number

\_\_\_\_\_  
State of Issuance

\_\_\_\_\_  
Vendor Name



**ATTACHMENT #5**  
Fingerprint Requirements

All personnel of the contractor are required to submit fingerprints to the Missouri State Highway Patrol to enable the Office of Administration, Division of Facilities Management, Design and Construction (FMDC) to receive state and national criminal background checks on such personnel. FMDC will also check with law enforcement to determine if any of the contractor's personnel has an outstanding warrant for his or her arrest. FMDC reserves the right to prohibit any personnel of the contractor from performing work in or on the premises of any facility owned, operated, or utilized by the State of Missouri for any reason.

The contractor shall ensure all of the contractor's personnel submit fingerprints to the Missouri State Highway Patrol and pay for the cost of such background checks. All personnel of the contractor approved by FMDC to work at a State facility must obtain a contractor ID badge from FMDC prior to beginning work on-site, unless the Director of FMDC, at the Director's discretion, waives the requirement for a contractor ID badge. The contractor and the contractor's personnel must comply with the process for background checks and contractor ID badges found on FMDC's website at: <https://oa.mo.gov/facilities/facilities-operations/security-information/fmdc-contractor-id-badges>.

Pursuant to section 43.540, RSMo, FMDC participates in the Missouri Rap Back and National Rap Back programs as of August 28, 2018. This means that the Missouri State Highway Patrol, Central Records Repository, and the Federal Bureau of Investigation will retain the fingerprints submitted by each of the contractor's personnel, and those fingerprints will be searched against other fingerprints on file, including latent fingerprints. While retained, the contractor's personnel fingerprints may continue to be compared against other fingerprints submitted or retained by the Federal Bureau of Investigation, including latent fingerprints.

As part of the Missouri and National Rap Back programs, FMDC will receive notification if a new arrest is reported for the personnel of the contractor whose fingerprints have been submitted for FMDC after August 28, 2018. If the contractor's employee is performing work on a State contract at the time of the arrest notification, FMDC will request and receive the contractor's personnel updated criminal history records. If the contractor's employee is no longer performing work on a State contract, FMDC will not obtain updated criminal records.

Pursuant to section 43.540, RSMo, the Missouri State Highway Patrol will provide the results of the contractor's personnel background check directly to FMDC. FMDC may NOT release the results of a background check to the contractor or provide the contractor any information obtained from a background check, either verbally or in writing. FMDC will notify the contractor only whether the contractor's personnel is approved to work on State property.

Each of the contractor's personnel who submits fingerprints to the Missouri State Highway Patrol has a right to obtain a copy of the results of his or her background check. The contractor's personnel may challenge the accuracy and completeness of the information contained in a background check report and obtain a determination from the Missouri State Highway Patrol and/or the FBI regarding the validity of such challenge prior to FMDC making a final decision about his or her eligibility to perform work under a State contract.

The contractor shall notify FMDC if the contractor's personnel is terminated or resigns from employment with the contractor. If the contractor does not anticipate performing work on a State contract in the future, the contractor may request that FMDC remove the contractor's personnel from the Rap Back programs. However, if removed from the Rap Back programs, the contractor's personnel will be required to submit new fingerprints should the contractor be awarded another State contract.

Upon award of a contract, the contractor should contact FMDC to determine if the contractor's personnel need to provide a new background check. If a contractor's personnel has previously submitted a fingerprint background check to FMDC as part of the Missouri and National Rap Back programs, the contractor's personnel may not need to submit another fingerprint search for a period of three (3) to six (6) years, depending upon the circumstances. The contractor understands and agrees that FMDC may require more frequent background checks without providing any explanation to the contractor. The fact that an additional background check is requested by FMDC does not indicate that the contractor's personnel has a criminal record.

**Missouri Applicant Fingerprint Privacy Notice**

The Missouri Applicant Fingerprint Privacy Notice includes three (3) sections.

1. The State and National Rap Back Privacy Notice
2. The Noncriminal Justice Applicant Privacy Rights
3. The Privacy Act Statement

**4.12 State and Federal Rap Back Privacy Notice**

Applicants submitting their fingerprint images to the Central Repository for a fingerprint based criminal record check are advised that their fingerprint images will be retained in state and federal biometrics databases, pursuant to Section 43.540 RSMo. If the submitting agency participates in the State or State and National Rap Back Programs, fingerprint images will be submitted, searched and retained for the purpose of being searched against future submissions to the State and National Rap Back programs; fingerprint searches will also include latent print searches.

The "Missouri Rap Back Program" and "National Rap Back Program" shall include any type of automatic notification made by the State Missouri and/or the Federal Bureau of Investigation through the Missouri State Highway Patrol to a qualified entity indicating that an applicant who is employed, licensed, or otherwise under the purview of the qualified entity has been arrested for a reported criminal offense and the fingerprints for that arrest were forwarded to the Central Repository or the Federal Bureau of Investigation by the arresting agency.

By signing the Missouri Applicant Fingerprint Privacy Notice you are acknowledging the receipt of and agreeing to the terms of the State and National Rap Back Privacy Notice, the Noncriminal Justice Applicant Privacy Rights, and the Privacy Act Statement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Print Name: \_\_\_\_\_

**NONCRIMINAL JUSTICE APPLICANT'S PRIVACY RIGHTS**

As an applicant who is the subject of a national fingerprint-based criminal history record check for a noncriminal justice purpose (such as an application for employment or a license, an immigration or naturalization matter, security clearance, or adoption), you have certain rights which are discussed below.

- You must be provided written notification that your fingerprints will be used to check the criminal history records of the FBI.
- You must be provided, and acknowledge receipt of, an adequate Privacy Act Statement when you submit your fingerprints and associated personal information. This Privacy Act Statement should explain the authority for collecting your information and how your information will be used, retained, and shared.
- If you have a criminal history record, the officials making a determination of your suitability for the employment, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record.
- The officials must advise you that the procedures for obtaining a change, correction, or update of your criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34.
- If you have a criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the officials deny you the employment, license, or other benefit based on information in the criminal history record.

You have the right to expect that officials receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.

If agency policy permits, the officials may provide you with a copy of your FBI criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, you may obtain a copy of the record by submitting fingerprints and a fee to the FBI. Information regarding this process may be obtained at: <https://www.fbi.gov/services/cjis/identity-history-summary-checks>.

If you decide to challenge the accuracy or completeness of your FBI criminal history record, you should send your challenge to the agency that contributed the questioned information to the FBI. Alternatively, you may send your challenge directly to the FBI. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenged entry.

Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency. (See 28 CFR 16.30 through 16.34.)

Written notification includes electronic notification, but excludes oral notification.

<https://www.fbi.gov/services/cjis/compact-council/privacy-act-statement> See 28 CFR 50.12(b). See 5 U.S.C. 552a(b); 28 U.S.C. 534(b); 34 U.S.C. § 40316 (formerly cited as 42 U.S.C. § 14616), Article IV(c)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name:

# Privacy Act Statement

*This privacy act statement is located on the back of the FD-258 fingerprint card.*

Authority: The FBI’s acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI’s Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI’s Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

As of 03/30/2018

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Print Name: \_\_\_\_\_

**STATE OF MISSOURI**  
**DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION**  
**TERMS AND CONDITIONS – INVITATION FOR BID**

**1. TERMINOLOGY/DEFINITIONS**

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

- a. **Agency and/or Department** 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 OA/FMDC. The agency is also responsible for payment.
- b. **Addendum** means a written official modification to an IFB.
- c. **Amendment** means a written, official modification to a contract.
- d. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- e. **Bid End Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of bids.
- f. **Vendor** means the supplier, vendor, person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- g. **Contract Specialist** means the procurement staff member of OA/FMDC. The **Contract Person** as referenced herein is usually the Contract Specialist.
- h. **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.
- i. **contractor** means a supplier, vendor, person or organization who is a successful vendor as a result of an IFB and who enters into a contract.
- j. **Exhibit** applies to forms which are included with an IFB for the vendor to complete and submit with the bid prior to the specified end date and time.
- k. **Invitation for Bid (IFB)** means the solicitation document issued by OA/FMDC to potential vendors 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 Addendums thereto.
- l. **May** means that a certain feature, component, or action is permissible, but not required.
- m. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- n. **Pricing Page(s)** applies to the form(s) on which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the vendor with the bid prior to the specified bid end date and time.
- o. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of the OA/FMDC Chapter 34 Contracts Unit.
- p. **Shall** has the same meaning as the word must.
- q. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

**2. APPLICABLE LAWS AND REGULATIONS**

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and OA/FMDC.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ 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 QUOTE DOCUMENT**

- a. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise OA/FMDC if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from vendors regarding specifications, requirements, competitive bid process, etc., must be directed to the contract specialist from OA/FMDC, unless the IFB specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official bid end date.
- b. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all vendors will be advised, via the issuance of an addendum to the IFB, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB end date may not be answered.
- c. Vendors are cautioned that the only official position of the State of Missouri is that which is issued by OA/FMDC in the IFB or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. OA/FMDC monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors 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. OA/FMDC reserves the right to officially amend or cancel an IFB after issuance. Vendors who received e-mail notification of the bid opportunity when the IFB was established and vendors who have responded to the IFB prior to an addendum being issued should receive e-mail notification of the addendum(s). Vendors who received e-mail notification of the bid opportunity when the IFB was established and vendors who have responded to the bid

on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the IFB.

#### 4. PREPARATION OF BIDS

- a. Vendors **must** examine the entire IFB carefully. Failure to do so shall be at the vendor's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The vendor 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 vendor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the vendor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a vendor may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the IFB, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by OA/FMDC or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by OA/FMDC. If OA/FMDC determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Bids, including all pricing therein, shall remain valid for 90 days from 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 vendor 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. Vendors may submit bids electronically through the faxing as indicated on the front page of the IFB or by delivery of a hard copy to the OA/FMDC office. Delivered bids must be sealed in an envelope or container, and received in the OA/FMDC office located at 301 West High St, Rm 730 in Jefferson City, MO no later than the end date and time specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the OA/FMDC post office box address. However, it shall be the responsibility of the vendor to ensure their bid is in the OA/FMDC office no later than the end date and time specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official end 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 submitted electronically by a vendor may be modified prior to the official end date and time. A bid which has been delivered to the OA/FMDC office may be modified by signed, written notice which has been received by OA/FMDC prior to the official end date and time specified. A bid may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid submitted electronically may be retracted prior to the official end date and time. A bid which has been delivered to the OA/FMDC office may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by OA/FMDC prior to the official end date and time specified. A bid may also be withdrawn in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- e. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the vendor.
- f. When submitting a bid, the registered vendor indicates acceptance of all IFB requirements, terms and conditions. Vendors delivering a hard copy bid to OA/FMDC must sign and return the IFB cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the vendor of all IFB requirements, terms and conditions. Failure to do so may result in rejection of the bid unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.
- g. Faxed and e-mail no-bid notifications shall be accepted.

#### 6. BID OPENING

- a. Bid openings are on the end date and at the opening time specified on the IFB document. OA/FMDC will not provide prices or other bid information via the telephone.

#### 7. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. 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, mined, processed 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.

#### 8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the contract specialist before contract award. Upon discovering an apparent clerical error, the contract specialist shall contact the vendor 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 vendor shall be subject to evaluation if deemed by OA/FMDC to be in the best interest of the State of Missouri.
- c. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the vendor whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest, considering price, responsibility of the vendor, and all other evaluation criteria specified in the IFB and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all vendors fail to meet the same mandatory requirement in an IFB, OA/FMDC reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, OA/FMDC reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. OA/FMDC reserves the right to reject any and all bids.
- 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 vendor, from vendor'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 OA/FMDC to the successful vendor. OA/FMDC 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 OA/FMDC 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 end date and time will be considered open records pursuant to section 610.021, RSMo, following the official opening of bids.
- k. OA/FMDC maintains images of all bid file material for review. Vendors who include an e-mail address with their bid will be notified of the award results via e-mail.
- l. OA/FMDC reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- n. The final determination of contract award(s) shall be made by OA/FMDC.

## 9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the vendor agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any addendums thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) OA/FMDC's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the .
- 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 OA/FMDC or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

## 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 purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of OA/FMDC.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- 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

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 OA/FMDC, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

### **14. CONFLICT OF INTEREST**

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

### **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, OA/FMDC may cancel the contract. At its sole discretion, OA/FMDC 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 OA/FMDC 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, OA/FMDC will issue a notice of cancellation terminating the contract immediately. If it is determined OA/FMDC improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If OA/FMDC cancels the contract for breach, OA/FMDC 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 OA/FMDC 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 vendor/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 vendor/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 OA/FMDC immediately.
- b. Upon learning of any such actions, OA/FMDC 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, OA/FMDC shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract 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 the vendor'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.

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