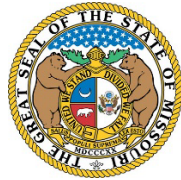


**State of Missouri**  
**OFFICE OF ADMINISTRATION - DIVISION OF FACILITIES**  
**MANAGEMENT, DESIGN AND CONSTRUCTION (FMDC)**



**Request for Quotation (RFQ) for Janitorial Services – Simpson Building**

<b>ADDENDUM NUMBER:</b>	<b>01</b>
<b>REQUEST FOR QUOTATION NUMBER:</b>	<b>FMDC26-0025</b>
<b>DEPARTMENT NAME:</b>	<b>Office of Administration</b>
<b>ISSUE DATE:</b>	<b>May 22<sup>nd</sup>, 2026</b>
<b>CONTRACT PERIOD:</b>	<b>Effective Date of Award Through One Year</b>

**TARGET DATE AND TIME: JUNE 30<sup>th</sup>, 2026, AT 2:00 PM CENTRAL TIME**

Please only use one of the submission methods below to avoid duplication. Mailing Instructions: Print or type RFQ Number and Return Date on the lower left hand corner of the envelope or package.

**RETURN BID TO:** Office of Administration  
 Division of Facilities Management, Design and Construction  
 301 West High Street, Room 730  
 P.O. Box 809, Jefferson City, MO 65102

**OR EMAIL TO:** [OA.FMDCCContractsUnit@oa.mo.gov](mailto:OA.FMDCCContractsUnit@oa.mo.gov)

**OR ELECTRONICALLY:** <https://missouribuy.mo.gov>

**RFQ CONTACT INFORMATION:**

**PROCUREMENT ANALYST:** Taylor Kiser

**PHONE #:** (573) 418-9826

**EMAIL:** [Taylor.Kiser@oa.mo.gov](mailto:Taylor.Kiser@oa.mo.gov)

See "RFQ Questions" in Section 1 for appropriate communications during the procurement process.

**DELIVER SUPPLIES/SERVICES FREE ON BOARD (FOB) DESTINATION TO THE FOLLOWING ADDRESS:**

**Simpson Building at 709 Missouri Boulevard**  
**Jefferson City (Cole County), MO 65109**  
**(Lease # 02601776)**

**ADDENDUM #01 to FMDC26-0025****TITLE:** Janitorial Services – Jefferson City – Simpson Building**CONTRACT PERIOD:** Effective Date of Contract through One (1) Year**PLEASE BE ADVISED OF THE FOLLOWING CHANGES AND CLARIFICATIONS:**

1. **Attachment 1** (Authorization for Release of Information Confidentiality Oath) has been **DELETED**.
2. All mentions of **Attachment 2** **REVISED** to **Attachment 1**.
3. All mentions of **Attachment 3** **REVISED** to **Attachment 2**.
4. All mentions of **Attachment 4** **REVISED** to **Attachment 3**.
5. The following **paragraph(s)** have been **REVISED**:

2.1.6 (h)

2.4

2.6.3 (b)

2.8.5-2.8.16

2.9

Except for deletion of words, the changes are indicated in ***bold italics***.

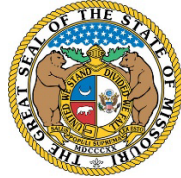
Vendors may review the revision(s) to the MissouriBUYS, powered by MOVERS electronic solicitation and the amendment document(s) at <https://MissouriBUYS.mo.gov>. You may be required to acknowledge the electronic amendment.

**ATTENTION: IF YOU HAVE ALREADY SUBMITTED A RESPONSE TO THE SOLICITATION, ACCEPTANCE OF THE AMENDMENT AND RESUBMISSION YOUR SOLICITATION RESPONSE IS NECESSARY TO ENSURE THE STATE OF MISSOURI SUCCESSFULLY RECEIVES YOUR SOLICITATION RESPONSE.**

Follow the instructions in the Reference Guide for How to Submit Response Online (<https://missouribuys.mo.gov/media/pdf/movers-bid-response-instructions>) and outlined below if previously responded to the solicitation prior to the amendment issuance.

- 1) Log into MissouriBUYS, powered by MOVERS (<https://missouribuys.mo.gov/>).
- 2) Under **Tasks** click **View Negotiations** below Solicitations.
- 3) The **Active Solicitations** page will appear. Utilize the search filters and click on the **Solicitation Number** to open.
- 4) The **Overview** page will display. Click **Create Response**.
- 5) A **Warning** pop-up box will open. The supplier must click **Yes** to continue to view and acknowledge amendments.
- 6) The supplier should highlight the **Amendment(s)** and view the changes made via the amendment(s). Once the review is complete, select the **Acknowledgement** checkbox for each amendment and click **Submit** at the top right-hand corner of the page. **NOTE:** A **Warning** pop-up box will open if all amendments have not been acknowledged. Click **Yes** to continue.
- 7) A **Confirmation** pop-up box will open confirming amendments have been acknowledged. It will also warn that resubmission of the previously submitted response is necessary prior to response to the amendment. Click **OK**.
- 8) Supplier will need to click **Create Response** again and respond to the amended solicitation. **NOTE:** The Create Response step includes attaching the supplier's response again.

**State of Missouri**  
**OFFICE OF ADMINISTRATION - DIVISION OF FACILITIES**  
**MANAGEMENT, DESIGN AND CONSTRUCTION (FMDC)**



**Request for Quotation (RFQ) for Janitorial Services – Simpson Building**

<b>REQUEST FOR QUOTATION NUMBER:</b>	<b>FMDC26-0025</b>
<b>DEPARTMENT NAME:</b>	<b>Office of Administration</b>
<b>ISSUE DATE:</b>	<b>May 22<sup>nd</sup>, 2026</b>
<b>CONTRACT PERIOD:</b>	<b>Effective Date of Award Through One Year</b>

**TARGET DATE AND TIME: JUNE 30<sup>th</sup>, 2026, AT 2:00 PM CENTRAL TIME**

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**RFQ CONTACT INFORMATION:**

**PROCUREMENT ANALYST:** Taylor Kiser

**PHONE #:** (573) 418-9826

**EMAIL:** [Taylor.Kiser@oa.mo.gov](mailto:Taylor.Kiser@oa.mo.gov)

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**DELIVER SUPPLIES/SERVICES FREE ON BOARD (FOB) DESTINATION TO THE FOLLOWING ADDRESS:**

**Simpson Building at 709 Missouri Boulevard**  
**Jefferson City (Cole County), MO 65109**  
**(Lease # 02601776)**

**ATTENTION:**

1. After reviewing the Request for Quotation (RFQ), the vendor must complete and return **Exhibit A, Bid Signature Page and all other necessary exhibits.**
2. Due to lead times for obtaining the information needed to complete the various **Business Compliance Exhibits** herein as explained in the RFQ's Vendor Response Exhibits, vendors are encouraged to IMMEDIATELY begin securing these verifications.
3. The vendor must be registered in MissouriBUYS in a **"Pending" or "Approved" registration status to submit a bid in MissouriBUYS.** The vendor must achieve **"Approved" registration status in MissouriBUYS to be considered for a contract award.** Reference Section 5.

**RFQ Organization:**

RFQ Sections	Section 1	Introduction and Background Information Section
	Section 2	Scope of Work Section
	Section 3	Terms and Conditions Section
	Section 4	General Contractual Requirements Section
	Section 5	Vendor Submission, Evaluation, and Award Information Section
RFQ Vendor Response Exhibits	<b>Exhibits (Return these documents with response)</b>	
	Exhibit A	Bid Signature Page
	Exhibit B	Bid Submittal Checklist
	Exhibit C	Pricing Page
	Exhibit D	Past Performance References
	Exhibit E	Participation Commitment
	Exhibit F	Documentation of Intent to Participate
	Exhibit G	Missouri Service-Disabled Veteran Business Enterprise Preference
	BUSINESS COMPLIANCE EXHIBITS	
	Exhibit H	State of Missouri Tax Compliance
	Exhibit I	Registration of Business Name with the Missouri Secretary of State
	Exhibit J	Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
	Exhibit K	Services Outside the United States
	Exhibit L	Employee/Conflict of Interest
	Exhibit M	Proposed Subcontractors/Contractor's Contact Person
RFQ Attachments	<b>Attachments (Do not return these documents with response)</b>	
	DELETED PER ADDENDUM 01	
	Attachment 1	<b><i>Deleted</i></b>
	<b><i>Attachment 1</i></b>	Cleaning Checklist
	<b><i>Attachment 2</i></b>	Floor Plan
	<b><i>Attachment 3</i></b>	Daily Log & Sign In/Sign Out Sheet

## **1. INTRODUCTION AND BACKGROUND INFORMATION SECTION**

### **1.1 Introduction:**

- 1.1.1 Purpose: This document constitutes a request for quotation for the provision of janitorial services for the state-owned building located in Jefferson City, Missouri as set forth herein.
- 1.1.2 Titles: Titles of paragraphs used herein are for the purpose of facilitating reference only and must not be construed to infer a contractual construction of language.

### **1.2 Background Information:**

- 1.2.1 The current information for the Simpson Building at 709 Missouri Boulevard Jefferson City, Missouri is as follows:
  - a. Tenant Agencies: Missouri Office of Administration;
  - b. The building is approximately 7,166 total square feet;
  - c. There are approximately 25 full time employees assigned to this building; however, only three (3) are typically present on-site on a daily basis;
  - d. The building is a five (5) times a week clean between the hours of 6:00 pm and 12:00 am, Monday through Friday excluding state holidays.

### **1.3 Current and/or Previous Contract Information:**

- 1.3.1 A current contract exists for the services at this location at \$0.09 per square foot with Archie Andrews Janitorial.

### **1.4 RFQ Questions:**

- 1.4.1 The Procurement Analyst is the Single Point of Contact for Solicitation: Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFQ, the evaluation, etc., to the Procurement Analyst indicated on the first page of this RFQ. It is preferred that questions be emailed to the Procurement Analyst.
  - a. Except as noted herein, vendors and their agents are instructed not to contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Vendors can be sanctioned for unauthorized contact with any evaluator under 1 Code of State Regulation (CSR) 40-1.060(8)(G) and (H) available at <http://www.sos.mo.gov/adrules/csr/csr.asp>.
- 1.4.2 Vendor is Responsible for Asking Questions About the RFQ: It is the vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise the department if the vendor believes that any language, specifications, or requirements are: (1) ambiguous, (2) contradictory or arbitrary, (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 response.
- 1.4.3 Vendor Question Deadline: Every attempt must be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all vendors will be advised, via the issuance of an addendum to the RFQ, of any relevant or pertinent information related to the procurement. All questions and issues should be submitted no later than five (5) calendar days prior to the bid end date and time of the bids. If not received prior to five (5) calendar days before the bid end date and time, the department may not be able to fully research and consider the respective questions or issues.

- 1.4.4 State's Response to Vendor Questions: Upon the department's consideration of questions and issues, if the department determines that changes are necessary, the resulting changes will be included in a subsequently issued RFQ addendum(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for a RFQ addendum. All vendors will be advised of any change to the RFQ's language, specifications, or requirements by a formal addendum to the RFQ. There will be no posted written records of the questions/communications (i.e., formal question/answer document).
- 1.4.5 RFQ is State's Only Official Position: The only official position of the State of Missouri must be that which is contained in the RFQ and any addendums thereto.

## 1.5 Addendums:

- 1.5.1 If the Department determines that changes to the RFQ are necessary, the resulting changes will be included in a subsequently issued RFQ addendum(s) prior to the bid end date and time.

## 1.6 Building Tour:

- 1.6.1 Non-Mandatory Tour of the Building: Potential vendors are strongly encouraged but not required to attend the tour of the building. Potential vendors should meet in the lobby area of the **Simpson Building** at **709 Missouri Boulevard** in **Jefferson City** for the tour which will be held on **June 16, 2026**, beginning promptly at **10:00 AM**. The purpose of the tour is to allow potential vendors an opportunity to inspect the building prior to submitting a response. **Potential vendors must not be permitted to schedule a tour at a different time or date.**
- a. Building Information: Vendors are advised that participation in a tour of the building is considered essential to obtain a clear and complete understanding of the requirements of this RFQ. In order to have a clear understanding of the requirements outlined herein, the vendor should attend the building tour. The Department will maintain the attendance record from the scheduled tour as documentation of all vendors who attended the tour. However, the vendor's response to the RFQ should provide any relevant information regarding their familiarity with the physical layout, condition, etc. of the building.
  - b. Each vendor is solely responsible for a prudent and complete personal inspection, examination, and assessment of the work site condition, facilities, and/or any other existing condition, factor, or item that may affect or impact on the performance of service described and required by the Section 2: Scope of Work Section herein. The vendor must not be relieved of responsibility for performance under the contract for any reason whatsoever, including, but not limited to, (1) the vendor's failure to attend the scheduled tour of the building, (2) the vendor's failure to observe existing conditions, etc.
  - c. Vendors are strongly encouraged to advise the Department, at least five (5) state business days prior to the scheduled tour of the facility/building, of any special accommodations needed for people with health conditions or impairments who will be attending the tour so that these accommodations can be made.

## 1.7 Glossary of Terms and Acronyms:

- 1.7.1 Whenever the following terms and acronyms appear in the RFQ document or any addendum thereto, the definitions or meanings described below must apply.
- 1.7.2 General Glossary, Acronyms, and Abbreviations:
- a. **Addendum** means a written, official modification to an RFQ.
  - b. **Agency and/or State Agency/Department** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased. The department is also responsible for payment, unless otherwise specified herein. Note: The terms "department",

“state agency”, “state”, and “State of Missouri” are used interchangeably throughout the document and have the same meaning.

- c. **Amendment** means a written, official modification to a contract.
- d. **Attachment** applies to all documents which are included with an RFQ to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- e. **Procurement Analyst** is a procurement staff member of the department.
- f. **Code of State Regulation (CSR)** contains the current administrative rules of executive agencies of Missouri government. The regulations are arranged by department rather than by subject.
- g. **Daily Log & Sign In/Sign Out Sheets** – refers to the document where the contractor logs all services performed and hours personnel worked on that day and any abnormal or unusual conditions such as unlocked doors, breakage, or damage.
- 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, bidder, person, or organization who is a successful vendor as a result of an RFQ and who enters into a contract.
- j. **Exhibit** applies to forms which are included with an RFQ for the vendor to complete and submit with their response prior to the specified end date and time.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Party** refers to either the State of Missouri or the contractor as an entity that may enter into a contract pursuant to the terms herein.
- 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 RFQ. The pricing pages must be completed and submitted by the vendor with the response prior to the specified response end date and time.
- o. **Bid Target Date and Time** and similar expressions mean the deadline required by the RFQ for the receipt of bids.
- p. **Purchase Order** means the authorized document issued by the department to the contractor indicating descriptions, quantities, and agreed prices for products and/or services.
- q. **Reasonable, Necessary or Proper** as used herein must be interpreted solely by the State of Missouri.
- r. **Request For Quotation (RFQ)** means the solicitation document issued by the department to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes the following sections: Introduction and Background Information; Scope of Work; Terms and Conditions (“terms and conditions” and “Terms and Conditions” are used interchangeably throughout the RFQ); General Contractual Requirements; and Vendor Submission, Evaluation, and Award Information Section; and the RFQ Vendor Response Exhibits, Attachments, and Addendums of the RFQ.
- s. **Roster** – refers to the list of personnel who are working in the building that day and a description of the services provided by each personnel. This daily roster is to be submitted to the state agency on a weekly basis.
- t. **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 department.
- u. **Should** means that a certain feature, component and/or action is desirable but not mandatory.
- v. **State** collectively referring to the state government and/or the agencies thereof.
- w. **Vendor** means the supplier, bidder, person, or organization that responds to an RFQ by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the RFQ document.

## 1.8 Accuracy of Background Information:

- 1.8.1 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 RFQ.

\*\*\*\*END OF INTRODUCTION AND BACKGROUND INFORMATION SECTION\*\*\*\*

## 2. SCOPE OF WORK SECTION

### 2.1 General Requirements:

- 2.1.1 The contractor must provide evening janitorial services and must provide any required supplemental services for the Office of Administration, Division of Facilities Management, Design and Construction (hereinafter referred to as the “*state agency*” or “*department*”), in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.
- 2.1.2 The contractor must provide the janitorial services for the total square feet of the building as indicated in the Background Information section of this document.
- a. The contractor must agree and understand that the state agency may add or delete buildings located in Jefferson City, MO area at any time during the term of the contract, thereby increasing/decreasing the cleanable square footage of the building(s).
  - b. The contractor must agree and understand that the state agency may add or delete areas of the building(s) at any time during the term of the contract, thereby increasing/decreasing the cleanable square footage of the building(s).
  - c. Any added or deleted buildings or areas for which the contractor must provide services must be made by an amendment to the contract issued by the Division of Facilities Management, Design and Construction at least thirty (30) calendar days prior to the contractor beginning/discontinuing janitorial services at the additional/deleted buildings or areas.
    - 1) Immediately following receipt of the written notification of an additional building, the contractor must notify the state agency if the contractor is not able to provide janitorial services for the identified building(s).
  - d. The contractor must begin/discontinue providing janitorial services on the date specified by the state agency.
  - e. The contractor must provide janitorial services for any additional buildings or areas in accordance with the same terms, conditions, and pricing stated herein.
- 2.1.3 The contractor must perform all services as required herein in a consistent manner satisfactory to and acceptable by the state agency in order to provide a clean and sanitary environment for the building, the building’s contents, building’s tenants, and the general public.
- a. Tenants of the buildings may change at any time during the term of the contract.
- 2.1.4 Secured Areas – The contractor must perform the daily and weekly tasks identified herein in the secure areas of the building(s) identified below during the times indicated. However, in the event the performance of a particular task would be disruptive (e.g. stripping of floors, carpet cleaning), the contractor must perform the tasks at times mutually agreed upon between the contractor and the state agency.
- a. The total square footage of the secure areas may increase or decrease throughout the term of the contract.
  - b. The contractor must be accompanied by state agency or building tenant personnel while performing janitorial services in the secure areas of the building.
- 2.1.5 The contractor must begin providing services in the secure areas of the building immediately upon notification from the state agency.



- 2.1.6 Unless otherwise stated herein, or if other days or times are approved by the state agency, the contractor must perform the Daily, Weekly, Monthly and Semi-Annual tasks at the frequencies directed below:

<b>Paragraph revised by Addendum #01</b>
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- a. Daily Tasks must be performed five (5) days per week, Monday through Friday excluding state holidays;
  - b. The Weekly tasks must be performed at every seven (7) day interval.
  - c. The Monthly tasks must be performed within the first ten (10) state business days of every thirty (30) day interval.
  - d. The Semi-Annual tasks must be initially performed six (6) months of the effective date of the contract and then within the first ten (10) state business days of every six (6) month interval thereafter.
    - 1) Depending on the effective date of the contract and the condition of the building(s), the state agency may waive the requirement for performing the initial Semi-Annual task for the first six (6) months of the original contract period only.
    - 2) The state agency may waive the requirement for performing a semi-annual hard surface floor work occurrence if sealing of newly laid hard surface flooring has been requested by the state agency.
  - e. Prior to performing any of the Monthly and Semi-Annual tasks required herein, the contractor must notify the state agency at least seventy-two (72) hours in advance in writing of the anticipated beginning and completion date of each required task.
  - f. The contractor must resolve any task determined in writing by the state agency to be substandard, deficient, or incomplete.
  - g. Upon successful completion of the Semi-Annual tasks, the contractor must receive written approval from the state agency.
  - h. The contractor must complete the Cleaning Checklist (*Attachment #1*) at the completion of each service task. The contractor must maintain a copy of the Cleaning Checklist in a location easily accessible to the state agency to review.
- 2.1.7 The contractor must either provide the services directly or must provide a person/personnel who must comply with the requirements stated herein. Therefore, references to “the contractor” throughout this document must also be deemed to include the person/personnel provided by the contractor.
- 2.1.8 Unless otherwise specified herein, the contractor must furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

## **2.2 Contractor Qualifications:**

- 2.2.1 The contractor must have a minimum, two (2) consecutive years of successful experience providing janitorial services for office buildings with a minimum of 7,200 square feet.
- 2.2.2 The contractor must have a contractor contact person who is able to communicate and act on behalf of the contractor and must reside within thirty (30) miles of the building where services are to be provided.

## **2.3 Equipment, Product, and Supply Requirements:**

- 2.3.1 The contractor must furnish and maintain, in good repair, all equipment including, but not limited to mops, brooms, buffers, vacuums, and any other equipment necessary to provide the services required herein.
- a. All equipment provided by the contractor must be commercial grade.
  - b. The contractor must supply vacuum cleaners that meet requirements of the Carpet and Rug Institutes "Green Label" Vacuum Cleaner Criteria and are capable of capturing 96% of particulates 0.3 microns in size and operate with a sound level less than 70 decibels (dBA). (Information on CRI Green Label certification can be found at [www.carpet-rug.org](http://www.carpet-rug.org)).
  - c. Vacuums must be equipped with the proper filter or bag. The filters must be changed or cleaned consistent with the manufacturer's recommendations. Vacuum bags or canisters must be inspected at least every two hours and changed or replaced when half full or when indicated by a bag sensor if vacuum is so equipped.
  - d. Whenever day cleaning services are required during business hours, the contractor must utilize a vacuum system with "Hush Mode" capabilities similar or equal to the Hoover U5262-900 EmPower Upright Bagless vacuum cleaner with Hush Mode.
  - e. In the event pile lifting is required, the pile lifter must be a commercial quality "pile lifter" pile brush, equipped with a rotary brush and an industrial type two (2) motor commercial vacuum equipped with high efficiency filtration bag (Certified Pile Lifter, Minuteman CC-3 Pile Lifter or comparable).
  - f. The contractor or the contractor's personnel must not plug equipment into state-owned power strips or surge protectors.
  - g. The contractor must complete normal cleaning operations and required services, even in the event of contractor's equipment failure.
- 2.3.2 Floor Safety Requirements – The contractor must provide a sufficient number of floor safety signs and barriers to alert building tenants about any slip/trip/fall hazards (e.g. any spills, wet floors). The floor safety signs must be placed at each end of the wet area and at fifteen (15) foot intervals for larger areas (mopping, etc.) The floor safety signs must be removed when the potential hazard for a slip/trip/fall has been resolved. To prevent overexposure to the building's tenants, the contractor must not use floor safety signs when situations do not warrant a slip/trip/fall all hazard. The contractor should provide a minimum of two (2) floor safety signs per building entrance and an additional four (4) floor safety signs to be used in the event a spill occurs.
- 2.3.3 Supplies– The contractor must furnish all cleaning supplies necessary to perform the services required herein. The contractor understands and agrees that the state agency must have the right to approve/disapprove the use of any supplies used in the performance of the services required herein.
- a. Environmentally *Preferable* - In the performance of the services required herein, the contractor should use environmentally preferable products, unless otherwise specified.
    - 1) For the purposes of the contract, "*environmentally preferable*" must be defined as those supplies that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. The comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse/post-consumer content, operation, biodegradability, and pollution prevention through source reduction.
  - b. The contractor should use active microfiber technology where appropriate to reduce cleaning chemical consumption.

- 2.3.4 Products - The contractor must furnish products including plastic wastebasket liners, toilet tissue, paper towels for restrooms, foam hand soap, hand sanitizer, disposable liners for sanitary napkin cans, sand for ash trays, blood and bodily fluid cleanup kits, and all cleaning products necessary to perform the services required herein.
- a. Toilet tissue must be non-chlorine bleached, 2-ply roll, must fit the tissue dispenser installed in the building, and should contain no more than 20% post-consumer recycled paper (e.g. Envision, Scott, Cascades, Green Select, or equal).
  - b. Paper towels must be unbleached, must be folded or rolled to fit dispensers installed in the building, and should contain no more than 40% post-consumer recycled paper (e.g. Georgia Pacific, Scott, or equal).
  - c. Foam hand soap must be a good grade, undiluted, and contain antiseptic. The contractor must fill foam soap dispensers with undiluted soap.
  - d. For purposes of restroom requirements, disinfectant must be a “hospital” grade quaternary disinfectant that kills fungus, viruses, and bacteria and has organic soil tolerance.
  - e. Plastic waste/trash container liners should be manufactured using 30% recycled materials and of good grade.
  - f. Toilet seat covers must fit the installed dispensers.
  - g. Blood spill and bodily fluid cleanup kits must meet OSHA standards for blood borne pathogen exposure control. The contractor must have one (1) blood spill kit, clearly marked, per floor in the janitorial closet.
  - h. Disposable liners for sanitary napkin cans must fit the installed receptacle.
  - i. Sand for exterior ashtray containers must be black.
  - j. Hand Sanitizer must contain at least 60% alcohol.
- 2.3.5 Unless otherwise specified herein, the contractor must not be required to provide break room/kitchenette products, including but not limited to cups, napkins, paper towels, and similar products.
- 2.3.6 The contractor must not use any product, equipment, or supply which may be injurious or damaging to the surfaces upon which they are to be applied.
- 2.3.7 Prior to the contractor’s use of any supply/chemical in the building, the contractor must provide a Safety Data Sheet for each supply/chemical. The contractor must maintain a file of the Safety Data Sheets in each of the janitorial closet(s) in the building. The Safety Data Sheets must become the property of the State of Missouri.
- 2.3.8 At the contractor’s expense, and with the state agency’s approval, the contractor must be allowed to replace product dispensers, including but not limited to, paper towels and toilet tissue dispenser. However, the contractor must provide foam soap dispensers in buildings where foam soap dispensers were not already installed.
- a. Any dispensers must be approved and installed by the state agency and become the property of the state agency.
- 2.3.9 The contractor must provide entrance mats in good repair for entryway and public access areas.

- a. The contractor must replace the entrance mats at a point that any entrance mat is damaged to the extent that it is not safely usable or as deemed necessary by the state agency.
- b. Entrance mats provided must be design free, charcoal, black or gray in color, have beveled edges, be sized appropriately for the entryway and public access areas according to the state agency's satisfaction, and provide water absorption sufficient to prevent slip hazards during inclement weather.
- c. The contractor must remove all entrance mats during times that floors are cleaned and must return entrance mats when the floors are dry.
- d. All entrance mats provided by the contractor must remain the property of the contractor.

2.3.10 The contractor must be assigned janitorial closets in the building for storage of equipment and a limited quantity of the products necessary for the building. The contractor must perform the tasks below to clean the janitorial closet(s) after the completion of the daily tasks and before exiting the building(s) for day:

- a. Empty and clean mop buckets and mop sinks.
- b. Clean, rinse and wring mop head(s). Hang or place mop head(s) for adequate drying.
- c. Organize all supplies and inventory away from water heater and electrical panels.
- d. Drain all standing water.
- e. Place all trash and soiled cleaning cloths in proper receptacles.
- f. Weekly – Pour five (5) gallons of clean water down drains

2.3.11 All equipment and products abandoned by the contractor, for a period exceeding thirty (30) calendar days following the expiration, termination, or cancellation of the contract, must become the property of the state agency.

<b>Paragraph revised by Addendum #01</b>
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**2.4 Specific Service Requirements:** The contractor must perform the following tasks below and listed on the Cleaning Checklist on *Attachment #1* at the frequencies indicated in order to keep all surfaces clean and free of dust, cobwebs, spots, spills, scuffs, other debris, etc. The contractor must be onsite to perform the listed tasks between the hours of 6:00 p.m. and 12:00 a.m., Monday through Friday, excluding state holidays, <https://oa.mo.gov/commissioner/state-holidays> unless other days or times are approved by the state agency.

**2.4.1 Daily Requirements:** The contractor must perform the following tasks on a daily basis.

- a. Trash:
  - 1) Empty office area waste/trash containers and deposit the trash into appropriate waste disposal containers. When soiled, wash waste/trash containers and replace plastic liners.
  - 2) Empty and clean (inside and out) all restroom, break rooms, coffee bars, and lobby waste/trash containers and disposals; change liners. Replace all sanitary napkin receptacle liners.
  - 3) If recycle bins are utilized, remove full recycle bins to designated pick-up location (dock), and replace with empty recycle bins.
  - 4) Remove all trash and sweep sidewalks for ten feet (10') from all entrances/exits of the building.
- b. Glass Surfaces:
  - 1) Entrance and Exit Doors - Clean both sides of interior and exterior door glass, clean door glass frames and accompanying glass panels including transoms (inside and outside), removing all fingerprints and dirt.
  - 2) Spot clean all glass surfaces within the interior of the occupied space.

- c. Floors:
  - 1) Thoroughly vacuum all carpet from wall to wall, including all entrance and exit rugs/mats, clerical areas, mailroom, copier areas and heavily trafficked areas to remove all debris.
  - 2) Thoroughly sweep all hard surface floors, including the entryway, airlocks, reception area, stairs, landings and dock area, to give a clean and satisfactory appearance.
  - 3) Thoroughly damp mop all hard surfaces excluding wood floors, including, but not limited to, floors, stairs, and landings as needed, to give a clean and satisfactory appearance.
  - 4) Wet mop all breakroom and restroom floors using a disinfectant.
  - 5) During periods of inclement weather, use a carpet extractor or wet/dry vacuum to remove moisture from carpeted foyers and entrance matting as needed or requested by the state agency.
  - 6) During periods of inclement weather, machine scrub all hard surface floors, and remove sand, soot, and salts from the building vestibules. After the inclement weather ends, wash and scrub exterior plazas or entrances, as directed by the state agency.
  - 7) Spot clean all carpet as spots appear.
- d. Restrooms - The contractor must agree and understand that for purposes of all restroom requirements, “clean” must be defined as disinfecting, polishing, and removing all water spots:
  - 1) Clean, disinfect and remove all mineral deposits of the interior and exterior of toilet bowls and seats, urinals, hand basins and faucets, counter tops, showers, all dispensers, and the walls around these fixtures.
  - 2) Clean all restroom mirrors, bright work, chrome pipes, and fittings.
  - 3) Clean and disinfect sides and tops of restroom stall partitions, doors, doorframes, push plates (all sides), doorknobs and light switches.
  - 4) Restock restroom dispensers to normal limits (soap, toilet tissue, paper towels, toilet seat covers).
- e. Kitchens/Breakrooms:
  - 1) Clean and disinfect all kitchens and break rooms including, sinks, faucets, tables, countertops, sides, tops and fronts of microwaves and refrigerators.
- f. Lactation Rooms – When Applicable:
  - 1) Clean and disinfect all tables, countertops, sides, tops and fronts of microwaves and refrigerators.
  - 2) Spot clean to remove any stains or spots on chairs, couches, and carpets.
  - 3) Empty waste/trash containers and deposit the trash into appropriate waste disposal containers. When soiled, wash waste/trash containers and replace plastic liners.
- g. Miscellaneous:
  - 1) Remove cobwebs from all ceilings, doors, and corners within the building.
  - 2) Clean, disinfect, and remove mineral deposits on all drinking fountains and sink faucets.
  - 3) Clean all interior doors and doorframes.
  - 4) Clean conference tables using a damp treated cloth.
  - 5) Clean and disinfect all plastic chairs.
  - 6) Clean and disinfect all conference and lobby telephones.
  - 7) Brush and spot clean fabric furniture.
  - 8) Sift sand and remove cigarette butts from all smoking receptacles outside the building(s). Replace sand to maintain adequate levels or when it becomes discolored.
  - 9) Remove all trash and sweep sidewalks ten (10) feet from all entrances/exits of the building(s).
  - 10) Address any and all related and conditional janitorial cleaning issues which may arise as a result of accidental spilling or any office materials or supplies and substandard, deficient, or incomplete services.
  - 11) Report any and all damage found.
  - 12) Secure all doors as requested by the state agency.

2.4.2 **Weekly Requirements:** The contractor must perform the following tasks within every seven (7) day interval.

- a. Trash:
  - 1) Thoroughly wash, clean, and disinfect all wastebaskets, as needed.
  - 2) Remove all trash and debris adjacent to the outside perimeter of the building(s).
  - 3) Wash trash carts.
- b. Restrooms:
  - 1) Thoroughly clean toilet bowl plunger holders.
  - 2) Clean and disinfect all restroom walls.
  - 3) Clean air diffusers.
- c. Miscellaneous:
  - 1) Pour five (5) gallons of water down each floor drain.
  - 2) Clean the tops, fronts, and sides of all vending machines.
  - 3) Clean all light switches and doorknobs.
  - 4) Using a damp treated cloth, wipe all flat surfaces including, but not limited to, file cabinets, bookshelves, coat racks, windowsills, handrails, tops of partitions, etc.

**2.4.3 Monthly Requirements:** The contractor must perform the following tasks within the first ten (10) state business days of every thirty (30) day interval.

- a. Floors:
  - 1) Damp mop and thoroughly machine scrub all finished floor areas, removing all scuffs and black marks. Then high-speed buff or burnish all finished floors (VCT), excluding hard wood floors.
- b. Glass Surfaces:
  - 1) Clean all glass surfaces within the interior of the occupied space, excluding both sides of exterior windows.
  - 2) Clean both sides of all office partition glass.
- c. Miscellaneous:
  - 1) Clean light fixtures to remove insects, dirt, etc., in and on the fixtures.
  - 2) Clean/dust all venetian/vertical and min-blinds.
  - 3) Clean/vacuum all vents and air diffusers and registers (supply and return).
  - 4) Dust painted and vinyl walls to ceiling height.
  - 5) Clean all baseboards.
  - 6) Clean all door hinges and closures.

**2.4.4 Semi-Annual Requirements:** The contractor must perform the tasks listed below twice per contract period in accordance with section 2.1.6 d.

- a. Perform deep carpet cleaning on all carpet utilizing a cleaning agent approved by the state agency (ex. Bullshot or Zap It). and resolve problem areas as requested by the state agency.
- b. Thoroughly machine scrub and clean all ceramic floor areas including grout. utilizing a cleaning agent approved by the state agency (ex. Bullshot or Zap It)
- c. As directed by the state agency, either strip and refinish with five (5) coats of skid-proof wax to all finished floors or thoroughly machine scrub all finished floor areas removing all scuffs and black marks and apply two (2) coats of skid-proof wax to all finished floors.
- d. Dust all pipes and ductwork within a 12-foot height from the floor.

**2.5 Supplemental Service Requirements:** At the request of the state agency, the contractor must perform the following Supplemental Services. The decision as to when a supplemental service is required must rest solely with the state agency.

- 2.5.1 The state agency building tenant may obtain supplemental services from an outside company under any of the following conditions:

- a. The contractor cannot provide the needed supplemental service due to unavailability, improper equipment, insufficient personnel, or any other factor that may affect performance of completing the supplemental task, as determined by the state agency lead contact person.

2.5.2 If the contractor cannot provide the needed supplemental task, the state agency building tenant must document the reasons for obtaining the supplemental services from an outside company.

2.5.3 The following supplemental services must be in addition to the janitorial services required elsewhere herein:

- a. Interior Window Cleaning – At the request of the state agency, the contractor must clean the interior side of the exterior windows, including frames and mullions, as directed by the state agency.
- b. Exterior Window Cleaning – At the request of the state agency, the contractor must thoroughly wash all exterior windows on the first floor of the facility, including frames and mullions, as directed by the state agency building tenant to maintain a satisfactory appearance.
- c. Hard Surface Floors – Strip and Wax – At the request of the state agency, the contractor must strip and refinish all hard surface floors with five (5) coats of skid-proof wax as directed by the state agency.
- d. Hard Surface Floors – Scrub and Wax – At the request of the state agency, the contractor must thoroughly machine scrub all finished floor areas removing all scuffs and black marks and apply two (2) coats of skid-proof wax to all finished floors.
- e. Hard Surface Floors – Newly Laid Floor Sealing – At the request of the state agency, the contractor must seal newly laid hard surface flooring in accordance with the flooring manufacturer's specifications.
- f. Deep Carpet Cleaning – At the request of the state agency, the contractor must perform deep carpet cleaning or water extraction services as directed by the state agency.
- g. Construction Clean-up – Final - At the request of the state agency, the contractor must provide one time construction clean-up as determined necessary and as instructed by the state agency.
- h. Construction Clean-up – Ongoing - At the request of the state agency, the contractor must provide ongoing construction clean-up as determined necessary and as instructed by the state agency.
- i. Brushing and Spot Cleaning of Fabric Furniture – At the request of the state agency, the contractor must brush and spot clean fabric furniture as directed by the state agency.
- j. Final Clean – In the event that space is being vacated by the state agency, the contractor must provide a onetime final cleaning after all the furniture, partition walls, vending machines, surplus property etc. have been removed from the building. The final clean must include spot cleaning of carpets and may require stripping and waxing of hard surface floors as directed by the lead contact person.
- k. Additional Janitorial Personnel – At the request of the state agency, the contractor must provide janitorial personnel to provide janitorial-related services for a special event, which are not considered Supplemental Services.
- l. Additional Paper Towels – At the request of the state agency, the contractor must provide and stock paper towels or napkins not previously required herein for use in areas available exclusively to state agency building tenants and not used by the public including kitchenettes or break rooms. The additional paper towels must be of the same quality and specifications as required herein.

- m. Additional Toilet Paper - At the request of the state agency, the contractor must provide and stock toilet paper not previously required herein. The additional paper towels must be of the same quality and specifications as required herein.
- n. Paper Towel Dispenser – At the request of the state agency, the contractor must provide a new paper towel dispenser to be installed in the building. The dispenser must be in accordance with the agency specifications and must become the property of the state or the landlord. The landlord of the building must install the paper towel dispenser.
- o. Toilet Paper Dispenser – At the request of the state agency, the contractor must provide a new toilet paper dispenser to be installed in the building. The dispenser must be in accordance with the agency specifications and must become the property of the state or the landlord. The landlord of the building must install the toilet paper dispenser.
- p. Soap Dispenser – The contractor, at the request of the state agency, must provide a new soap dispenser to be installed in the building. The dispenser must be in accordance with the agency specifications and must become the property of the landlord. The landlord of the building must install the soap dispenser.
- q. High Touch Disinfecting Requirements – The contractor must disinfect all high touch, non-porous surfaces (e.g. tables, hard-backed chairs, doorknobs, light switches, handrails, and interior and exterior push-bars) in all common and restroom areas on an as needed, if needed basis as requested and directed by the state agency (department, tenant agency).

2.5.4 The contractor must use EPA registered disinfectants in accordance with the manufacturer's recommendations for safe, effective use, and disposal. The disinfectant must be EPA registered at the time of the state agency's request for high touch disinfecting services.

- a. Disinfectants must possess the following properties:
  - 1) Non-corrosive and/or not harmful to the surfaces being applied (must not stain, etch, or disintegrate);
  - 2) Must not contain bleach;
  - 3) Effective against a wide range of common and/or threatening bacteria and viruses;
  - 4) Have zero (0) to minimal odor or fragrance; and
  - 5) Minimal VOC's (Volatile Organic Compounds).
- b. In the event an alternate product(s) is required by the state agency to address a specific public health concern, the contractor must be notified by the state agency of the alternate product(s) and/or procedure(s) required based on any information available at the time of the public health concern.
- c. The contractor must clean the surfaces with soap and water to remove dirt and grime before applying the disinfectant.
- d. The contractor must dedicate specific products, supplies, and procedures for High Touch Disinfecting use only to prevent cross contamination between the high touch, non-porous surfaces, and other cleaning/disinfecting tasks and areas.

2.5.5 Replacement of Damaged Product: The contractor must repair or replace any item or components received in damaged condition at no cost to the State of Missouri. This includes all delivery/transportation costs for returning non-functional items to the contractor for replacement.

## **2.6 General Personnel Requirements:**

2.6.1 The state agency reserves the right to approve or disapprove appointment of any of the contractor's personnel to provide services required by the contract. The state agency also reserves the right to request



replacement of any person assigned to provide services. Unless the situation regarding the contractor's assigned personnel requires immediate replacement, the contractor must be allowed at least fourteen (14) calendar days after notification to replace unsatisfactory personnel.

- 2.6.2 The contractor must supervise all the contractor's personnel and the services provided by the contractor's personnel as required to satisfactorily perform the requirements of the contract.
- 2.6.3 The contractor's contact person must be available during normal business hours (8:00 a.m. to 5:00 p.m.) for telephone conversations and/or meetings with state agency personnel regarding the janitorial services. The contractor contact person must respond to janitorial issues in a timely manner.

<b>Paragraph revised by Addendum #01</b>
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- a. The contractor contact person must have the express authority to speak on behalf of the contractor and make decisions on behalf of the contractor.
  - b. The contractor must complete Exhibit **M** – Proposed Contractor Contract Person as part of their bid submission.
- 2.6.4 If requested by the state agency, the contractor contact person must accompany the state agency in a walk-through of the building(s) to meet the following objectives:
- a. Receive specific instructions and directions regarding the required janitorial services and the state agency's expectations.
  - b. To address substandard, deficient, or incomplete services being provided by the contractor.
- 2.6.5 The contractor's personnel must only be allowed in work areas to which they are assigned. The contractor's personnel must only take rest breaks in pre-assigned areas.
- 2.6.6 The contractor's employees must be neat and clean in appearance and shall not negatively impact others due to body or other odors or the excessive use of fragrances while on-site.
- 2.6.7 The contractor's employees must wear a clearly visible identification badge.
- a. It is the contractor's responsibility to obtain such identification and maintain the badge in good repair.
  - b. The badge must have the person's name, photograph, and the contractor's company name on the face of the badge.
  - c. The badge must be displayed in an easily discernible manner on the front of the shirt or smock at all times while the contractor's personnel are on the state agency premises.
  - d. The contractor's personnel will not be allowed to work in the state agency building(s) without a picture identification badge.
  - e. The contractor must submit a clear photocopy of all personnel badges to the state agency prior to the personnel reporting to the building(s) for the first time.
  - f. The contractor must work with and maintain a positive working relationship with the state agency's staff, the tenants of the building, and the public.

**2.7 Working Supervisor Requirements:**

- 2.7.1 Working Supervisor/Contractor Contact Person - The contractor must provide a Working Supervisor/Contractor Contact Person who must be on-site at the building while services are being provided, excluding state holidays, beginning no earlier than 6:00 p.m. and ending no later than 12:00 a.m. The Working Supervisor/Contractor Contact Person must reside within thirty (30) drive miles from the Simpson Building at 709 Missouri Boulevard in Jefferson City, MO and have at least two (2) year of experience within the last five (5) years in directing cleaning type operations in a supervisory capacity for a building of similar size and scope of the building.

The Working Supervisor/Contractor Contact Person shall:

- a. Be the point of contact between the contractor and the state agency. The contractor's contact person shall (1) oversee all services being provided, (2) assume responsibility and liability for services performed per the contract, and (3) serve as the primary point of contact with the state agency.
- b. Supervise all the contractor's personnel providing janitorial services and inspect the services provided by personnel as required to satisfactorily perform the requirements of the contract.
- c. Inspect services performed each day and assure that all requirements are completed satisfactorily and acceptable to the state agency standards.
- d. Train and assign duties for the contractor's personnel as necessary.
- e. Work with and maintain a positive working relationship with the state agency's staff, the tenants of the building, and the public.
- f. Ensure that the reports are submitted as required and as needed.
- g. Perform any tasks stated herein.
- h. At the request of the state agency, meet with the state agency during normal business hours (8:00 a.m. to 5:00 p.m.) to discuss janitorial issues, according to a schedule approved by the state agency and building tenants.
- i. If requested by the state agency, the working supervisor/contractor contact person shall accompany the state agency in a walk-through of the building to meet the following objectives:
  - 1) The contractor contact person must have the express authority to speak on behalf of the contractor and make decisions on behalf of the contractor
  - 2) Receive specified instructions and directions regarding the required janitorial services and the state agency's expectations.
  - 3) To address substandard, deficient, or incomplete services being provided by the contractor.

## **2.8 Security Requirements:**

- 2.8.1 The contractor must prevent all unauthorized persons from entering the building and must keep the building locked while the contractor and the contractor's personnel are on the premises.
- 2.8.2 The contractor and/or the contractor's personnel must only access an office suite at the time services are to be performed in that particular office suite.
- a. The contractor and/or the contractor's personnel must lock the door to the office suite upon exiting an office suite.

- 2.8.3 When the contractor and/or the contractor's personnel leave the building, the contractor must lock all doors and turn off lights. In addition, if the building contains security system(s), the contractor must activate the system(s) according to state agency instructions in order to protect the security of the building.
- 2.8.4 The contractor must be issued keys to all areas in which janitorial services must be provided. The contractor must take care of and not lose any keys. In addition, the contractor must not duplicate any of the keys issued to the contractor. If evidence of duplication is ascertained beyond reasonable doubt, the State of Missouri must have the right to immediately replace the locks and all keys and charge the contractor for such replacement.
- a. In the event the contractor or a person assigned by the contractor to perform services loses a key(s), the contractor must notify the state agency within one (1) working day from the date the loss is discovered. The contractor must pay the state agency for the actual costs incurred for the replacement of all locks and keys, including keys held by the building tenants.
  - b. In the event the contractor or each of the contractor's personnel assigned to perform services requires a replacement of an access card due to loss or damage, the contractor must notify the state agency within one (1) working day from the date the need is discovered. The contractor must pay the state agency approximately \$3.50 for each replacement access card beyond the first initial issued access card.
  - c. At the expiration/termination/cancellation of the contract, any payments due the contractor must be withheld until the contractor has surrendered all keys issued. In the event that all keys are not returned, the contractor must pay the state agency for the actual costs incurred for the replacement of all locks and keys, including keys held by the building tenants.

Paragraph(s) revised by Addendum #01
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- 2.8.5 ***Security Clearance:*** *The contractor and its employees shall 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-background-and-id-badge>. At least forty-five (45) days prior to each individual employee providing services under this contract, the contractor must require the contractor's employee to submit to a fingerprint-based background check/criminal records screening ("background check") through the Missouri State Highway Patrol.*
- a. *Effective June 1, 2026, FMDC requires all forms to be submitted via the online application system and will no longer accept any other submission format for these required forms. The contractor shall submit a signed Missouri Applicant Fingerprint Privacy Notice, Authorization for Release of Information Confidentiality Oath, State Identification Badge Agreement, and a forward-facing photo with no headwear or face coverings and a solid neutral background for each contractor employee at least forty-five (45) days prior to the expected project start date to initiate the background check process via FMDC's website at: <https://oa.mo.gov/facilities/facilities-operations/security-information/fmdc-contractor-background-and-id-badge>.*
  - b. *All employees 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.*
  - c. *The contractor should contact the Office of Administration, Division of Facilities Management, Design and Construction at [FMDCContractorScreenings@oa.mo.gov](mailto:FMDCContractorScreenings@oa.mo.gov) with any questions.*
- 2.8.6 *The contractor shall be responsible for all cost associated with background checks of its employees.*
- 2.8.7 *Any contract award shall be contingent upon the contractor's submission of the required forms within the required timeframe of at least forty-five (45) days prior to each individual employee providing services under this contract. Failure to submit these documents on time may result in the withdrawal of the award.*

- 2.8.8 *The contractor shall notify its employees, that the Office of Administration, Division of Facilities Management, Design and Construction participates in the Missouri Rap Back and National Rap Back programs pursuant to section 43.540, RSMo; as such, Missouri State Highway Patrol, Central Records Repository, and the Federal Bureau of Investigation will retain the fingerprints submitted by each of the contractor's employees, and those fingerprints will be searched again against other fingerprints on file, including latent fingerprints. While retained, the contractor's employee's fingerprints may continue to be compared against other fingerprints submitted or retained by the Federal Bureau of Investigation, including latent fingerprints.*
- 2.8.9 *The contractor shall notify its employees, that the Missouri Highway Patrol will provide the results of the employee's background check directly to the Office of Administration, Division of Facilities Management, Design and Construction. The Office of Administration, Division of Facilities Management, Design and Construction will not release the results of a background check to the contractor nor provide the contractor any information obtained from a background check, either verbally or in writing.*
- 2.8.10 *After the results of the fingerprint-based background checks become available, the Office of Administration, Division of Facilities Management, Design and Construction, must conduct an individualized assessment of each contractor's employee's results, considering the nature of the position, including the access the contractor's employee would have, the seriousness of the offense, and how long ago the offense was committed. Available information about the contractor's employee's behavior, including conduct underlying any arrest or any other behavior that might tend to bring the contractor's employee into a public disrepute or ridicule, or which may embarrass, offend, insult, or denigrate individuals or groups, or that may shock, insult, or offend the community, disrupt the workplace, or prejudice the reputation or image of the state, may be considered. The contractor will be notified of the security clearance approval or denial.*
- 2.8.11 *The contractor must understand and agree that the security clearance for each of its employees is valid for the duration of the contract, so long as the contractor's personnel are continually employed by the contractor. In the event the employee leaves the employment of the contractor, then is re-employed by the contractor at a later date, the employee must submit to a new security clearance. In the event the contractor hires personnel who had previously been employed by a different company, the employee must submit to a new security clearance.*
- 2.8.12 *The contractor shall require its employees to report all arrests or convictions to the contractor immediately, and the contractor shall notify the state agency at [FMDCContractorScreenings@oa.mo.gov](mailto:FMDCContractorScreenings@oa.mo.gov) within five (5) calendar days of the arrest or conviction.*
- 2.8.13 *In addition to the background check requirements set forth above, the contractor must receive approval from the Department of Corrections, Division of Probation and Parole and/or the Department of Public Safety, Division of Alcohol and Tobacco Control for each of its employees that perform services in an area occupied by the Division of Probation and Parole and/or Division of Alcohol and Tobacco Control.*
- 2.8.14 *The state agency must have the right to deny access to the building(s) and/or to request replacement of any of the contractor's employees for any reason, including criminal and non-criminal conduct as set forth.*
- 2.8.15 *If the state agency determines, in its discretion, that any contractor's employee should be denied access immediately, the state agency must notify the contractor, and the contractor must immediately take all appropriate steps to stop the employee from accessing the building. The contractor shall replace the rejected employee within fourteen (14) business days of the notification.*
- 2.8.16 *Identification Badges: The contractor and its employees must obtain a Contractor Identification Badge from the appropriate Office of Administration, Division of Facilities Management, Design and*

***Construction regional office. The contractor's employees must wear the Contractor Identification Badge at all times while working at each building.***

- a. The contractor will be notified by email when the identification badge is ready. All state agency contractor employees statewide are required to pick up their own badge. It will no longer be allowed for a contractor, company supervisor, or co-worker to pick up badges for another individual. The contractor's employee must show their driver's license or government-issued photo identification when picking up their badge, in addition to signing the badge out with the state agency.***
- b. Contractor's employees more than 40 miles away from the processing badge office location may have their own respective badge mailed out directly to their personal address via certified mail. The respective badge office is not to mail the badges to the contractor's business address. A signature is required upon delivery. The state agency will only mail the badge one time. If the badge is returned due to no signature, the contractor's employee must pick up the badge from the processing badge office.***
- c. In the event the contractor or its employees assigned to perform services requires a replacement of a state agency issued Contractor Identification Badge due to loss, damage, or name change, the contractor or its employee must notify [FMDCContractorScreenings@oa.mo.gov](mailto:FMDCContractorScreenings@oa.mo.gov) within one (1) working day from the date the need is discovered.***

## **2.9 Reporting Requirements:**

<b>Paragraph revised by Addendum #01</b>
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- 2.9.1** The contractor must maintain a daily log and sign in/sign out sheet (***Attachment #3***) of all personnel that provided services for each day. The daily log and sign in/sign out sheet must also reference any abnormal or unusual conditions affecting the physical and material aspects of the building or its contents, such as unlocked doors, breakage, damage, as well as any mitigating circumstances which prevented the contractor's personnel from performing the contractual service. The daily log and sign in/sign out sheet must remain at the building at a mutually agreed to location accessible to both the contractor and the state agency. The daily log and sign in/sign out sheet must become the property of the State of Missouri.
- 2.9.2** Provide a daily roster of contractor's personnel providing janitorial services and a description of the services provided by each personnel. The daily roster must be provided to the state agency weekly via an agreed upon method as determined by the state agency and the contractor.
- 2.9.3** Upon completion, the contractor must provide photographic documentation of their Semi-Annual task services. Documentation must include before, during, and after photographs of the required Semi-Annual tasks as described in ***Attachment #1*** – Cleaning Checklist.

## **2.10 Electronic Funds Transfer, Invoicing, and Payment Requirements:**

- 2.10.1** Electronic Funds Transfer (EFT): The State of Missouri will submit contract payments to the contractor at the remittance address listed in the contractor's MissouriBUYS vendor registration. However, the contractor understands and agrees the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
- 2.10.2** Invoicing: The contractor must submit invoices monthly for services provided during the prior month. Invoices must be due by the last day of the month following the month in which the contractor provided services under the contract. The contractor must perform the services prior to invoicing the department.

- a. The contractor must invoice the department on the contractor's original descriptive business invoice form and submit the invoice to the following address or email to:

E-mail to: [FMDCAccountspayable@oa.mo.gov](mailto:FMDCAccountspayable@oa.mo.gov)

Postal Mail to:

State of Missouri  
Division of Facilities Management, Design and Construction  
Lease # 02601776  
301 West High Street, Room 730  
PO Box 809  
Jefferson City, MO 65102

- b. The invoice must identify the total cleanable square footage per building, the applicable firm, fixed price as stated on the Pricing Page for each service provided, the contract number, and the dates of service.
- c. Unless otherwise specified by the state agency, the contractor must submit invoices for Supplemental Services to the tenant state department/division specified by the state agency.
- d. The contractor must use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice and must include on the invoice the remittance address listed in the contractor's MissouriBUYS vendor registration.
- e. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number and the remittance address included in the contractor's MissouriBUYS vendor registration. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFQ.
- f. 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 should be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- g. The contractor must not invoice federal or state taxes unless otherwise required under law or regulation.

2.10.3 Payment – The contractor must be paid the firm, fixed per square foot, per month price specified on the Pricing Page for the total cleanable square footage as determined by the state agency, subject to the assessment of any liquidated damages as specified herein.

- a. If a partial month of service is provided, the monthly amount due must be divided by the total number of workdays in that particular month to obtain a daily rate, and then multiplied by the number of days in that particular month for which service was provided, rounded to the nearest cent.
- b. If any of the Supplemental Services as specified herein were required and performed during the monthly invoice period, the contractor must be paid the firm, fixed price specified on the Pricing Page for the type of Supplemental Service performed.
- c. Payments are due upon receipt of a valid invoice, payable in 45 calendar days. All invoices for equipment, supplies, and/or services purchased by the State of Missouri must be subject to late payment charges as provided in section 34.055, RSMo.

- d. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- 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 must be returned at the contractor's expense.
- f. The state will not pay for a software component until the initiation of the implementation of that software component.

2.10.4 Inspection and Acceptance Specifications: For purposes of acceptance, no equipment, supplies, and/or services received by the state pursuant to a contract must be deemed accepted until the state has had reasonable opportunity to inspect said equipment, supplies, and/or services.

- a. 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 by the state. 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.
- b. 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.
- c. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services must not exclude any other legal, equitable or contractual remedies the state may have.

2.10.5 If the contractor is overpaid by the department the contractor, upon notification by the department, must provide the department (1) with a check payable as instructed by the department or (2) deduct the overpayment from the invoice(s) as requested by the department.

2.10.6 Other than the payments specified in the contract, no other payments must be made to the contractor.

## **2.11 Contractual Compliance and Liquidated Damages:**

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

2.11.2 Contract Monitoring – The cleanliness, safety, security, and sanitary conditions of the building(s) are of utmost concern to the state agency. Therefore, the state agency must monitor the building(s) on an ongoing basis and must occasionally inspect the building(s) throughout the effective period of the contract to ensure the cleanliness, safety, security, and sanitary conditions of the building(s) and the contractor's compliance with the terms and conditions of the contract.

- a. If at any time during the effective period of the contract, the state agency has concerns related to the performance of services by the contractor or the contractor's personnel, or the contractor's performance does not meet the requirements stated herein, or the contractor's services are not to the satisfaction of the state agency or are otherwise substandard, deficient, or incomplete, the state agency must provide written notification to the contractor of the substandard, deficient, or incomplete services. In addition, a written inspection report must be forwarded by the state agency to the contractor after a building inspection is completed noting specific substandard, deficient, or incomplete services. The contractor must correct the substandard, deficient, or incomplete services within a reasonable period of time, as determined by the state agency, following the state agency's written notification or written inspection report.



- 1) If the contractor fails to resolve the breach issue or if the contractor continues to provide substandard, deficient, or incomplete services, the State of Missouri may take one or more of the actions below:

- ✓ Assess liquidated damages as described herein,
- ✓ Cancel the contract, as described in the Cancellation of Contract provisions included within the attached Terms and Conditions,
- ✓ Due to the seriousness of the substandard, deficient, or incomplete service, cancel the contract immediately without providing the contractor the opportunity to remedy the breach.

- b. The State of Missouri must be the final judge as to what constitutes a substandard, deficient, or incomplete service, and the determination as to what constitutes a minor infraction and a significant infraction, and other performance concern as stated herein. Any determination of substandard, deficient, or incomplete service by the State of Missouri must be final and without recourse.

2.11.3 Liquidated Damages – The contractor must agree and understand that the provision of the janitorial services in accordance with the requirements stated herein is critical to the efficient operations of the State of Missouri. However, since the amount of actual damages would be difficult to establish, in the event the contractor fails to comply with the requirements, the contractor must agree and understand that the amounts identified below as liquidated damages must be reasonable and fair under the circumstances.

- a. In the event the contractor fails to perform any tasks required herein or performs such tasks in a substandard, deficient, or incomplete manner as determined by the state agency, the state agency must have the right to assess liquidated damages as set forth below:

- 1) If the state agency hires an outside/private company to correct any substandard, deficient, or incomplete service, the contractor must be responsible for the total cost charged by such company to perform the service.
- 2) If the state agency uses State of Missouri personnel or resources to correct any substandard, deficient, or incomplete service, the contractor must be responsible for the actual costs incurred by the State of Missouri. The actual costs must be calculated by the per hour salary price of the state personnel who performed the service and must include materials and other costs.
- 3) Daily and Weekly Tasks – As an alternative to having uncompleted or deficient daily or weekly tasks performed by other means, the state agency may charge liquidated damages in proportion to the percentage of daily and weekly tasks not performed multiplied by the daily rate owed to the contractor.

- The daily rate must be determined by dividing the monthly amount due to the contractor by the total number of workdays in that particular month, rounded to the nearest cent. For purposes of calculating the daily rate for liquidated damages, the daily and weekly tasks required in bathrooms and kitchens/breakrooms must be considered worth sixty percent (60%) of the daily rate, and all other required tasks must be considered worth forty percent (40%) of the daily rate. (For example, if the daily rate were \$100.00, the tasks in the bathrooms and kitchens/breakrooms would be worth \$60.00 and the other tasks would be worth \$40.00).
- The state agency must determine the percentage of uncompleted daily and weekly tasks in each of the identified areas and multiply that percentage by the appropriate portion of the daily rate. (For example, if the contractor failed to perform fifty percent (50%) of the bathroom and kitchen/breakroom tasks for one day, the liquidated damages would be \$30.00, assuming a daily rate of \$100.00.)



- 4) Monthly or Semi-Annual Tasks – As an alternative to having uncompleted or deficient monthly or Semi-Annual tasks performed by other means, the state agency must have the right to assess liquidated damages for each day after written notification of the uncompleted task that remains incomplete in the following amounts based on the cleanable square feet of the building:
  - Less than 5,000 cleanable square feet - \$250.00 per uncompleted task;
  - Between 5,000 and 10,000 cleanable square feet - \$400.00 per uncompleted task;
  - In excess of 10,000 cleanable square feet - \$550.00 per uncompleted task.
- 5) In the event of any breakage, damage, theft, or loss of the equipment, supplies, materials, or other items in the building(s) resulting from the negligence or other inappropriate actions of the contractor or the contractor's personnel while working on the building's premises, the contractor must pay damages to the state agency in the actual amount of the loss. The amount of the loss must be the actual cost to either replace or repair the effected equipment, supplies, materials, or items.
- 6) Reports, Documentation or Notifications – For each day that the required report, document, or notification listed below is late; the state agency may assess liquidated damages in the amount of \$10.00 per day until the report, document, or notification is received.
  - A completed Authorization for Release of Information Form for each person assigned to the building;
  - Security Clearance information obtained from the State Highway Patrol for each person assigned to the building;
  - Assessable Maintained Daily Log & Sign In/Sign Out Sheet;
  - Daily Roster
  - Semi-Annual Task Documentation; and
  - Safety Data Sheets.
- 7) Security – In the event the contractor fails to prevent any unauthorized persons from entering the building, fails to keep the building locked while the contractor and/or the contractor's personnel are on the premises, fails to lock any entrance or exit door, or fails to activate the security system(s) according to the state agency instructions, the contractor must be assessed \$75.00 for each occurrence. The contractor must understand and agree that for the purpose of this document, "each occurrence" must be defined as one period of time the contractor and the contractor's personnel are on the premises to provide the janitorial services specified herein, including supplemental services (e.g. daily, weekly, monthly, etc.). Failure to comply with the security measures identified herein may also be determined by the state agency to be a material breach and may result in cancellation of the contract by the Division of Facilities Management, Design and Construction.
- 8) Blood Borne Pathogen Kits: In the event the contractor fails to provide Blood Borne Pathogen Kit(s), the state agency may assess liquidated damages in the amount of \$50.00 per day until the contractor has provided the blood spill and bodily fluid cleanup kits in accordance with paragraph 2.3.4.
  - a. The contractor must agree and understand that liquidated damages must either be deducted from the contractor's invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of the state agency.
  - b. The contractor must understand that the liquidated damages described herein must not be construed as a penalty.
  - c. The contractor must agree and understand that all assessments of liquidated damages must be within the discretion of the State of Missouri and must be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.

\*\*\*\*END OF SCOPE OF WORK SECTION\*\*\*\*

### **3. TERMS AND CONDITIONS SECTION**

#### **3.1 Applicable Laws and Regulations:**

- 3.1.1 The contract must be construed according to the laws of the State of Missouri. The contractor and the State of Missouri must follow all applicable federal, state, and local laws and regulations that apply to the performance of the contract. 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 must be void and unenforceable. However, the balance of the contract must remain in force between the parties unless terminated by consent of both the contractor and the department.

#### **3.2 Non-Discrimination and Affirmative Action:**

- 3.2.1 The contractor must comply with applicable federal and state laws and regulation addressing discrimination in employment.

#### **3.3 Americans with Disabilities Act:**

- 3.3.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors must comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA); ADA is 42 U.S.C. section 1201, et seq.

#### **3.4 Authorized Personnel/E-Verify:**

- 3.4.1 For work performed under the contract, the contractor must only employ personnel authorized to work in the United States in accordance with applicable federal and state laws, including section 285.530, RSMo and Executive Order 07-13. If the contractor employs personnel not authorized to work in the United States, the state must have the right to cancel the contract immediately without penalty or recourse, and to pursue any other remedies permitted by the contract or by applicable state or federal law.
- 3.4.2 Prior to the performance of any services, a contractor meeting the definition of a business entity in section 285.525, RSMo, must maintain enrollment and participation in the E-Verify Federal work authorization program with respect to the employees hired after enrollment in the program for 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 must enroll and participate in the E-Verify program.
- 3.4.3 The contractor must only be required to provide the affidavits required in section 285.530.2, RSMo, to the state on an annual basis. <https://purch.oa.mo.gov/vendor-information/affidavit-work-authorization-annual-renewal>
- 3.4.4 The contractor must ensure that its subcontractors comply with section 285.530, RSMo.

#### **3.5 Elected or Appointed Officials and Employees:**

- 3.5.1 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.

#### **3.6 Hazard Communication Safety Data Sheets and Labeling Requirements:**

- 3.6.1 The State of Missouri's department in accordance with the revised rules and regulations of the Occupational Safety and Health Administration (OSHA) requires that all hazardous chemicals and commodities purchased by the State of Missouri be labeled with warning labels, and either contain a safety data sheet with each shipment, or the contractor otherwise must make available a safety data sheet specific to the

product available for downloading from the internet. The contractor must ensure that the department is informed about where to find safety data sheets for products under contract. Safety data sheet information must be compliant with OSHA's Hazard Communication Standard. Therefore, the contractor must comply with this mandatory requirement for all commodities provided under contract that contain hazardous material. The contractor's Safety Data Sheets must comply with the OSHA uniform formatting requirements that became effective June 1, 2015, and the contractor's Safety Data Sheets must always comply with any changes to those OSHA requirements. Failure to comply with this requirement may cause cancellation of the contract with goods returned at the contractor's expense as well as suspension from the solicitation list for future requirements.

### **3.7 Indemnification:**

- 3.7.1 Unless expressly provided by Missouri law to the contrary, pursuant to the Constitution of the State of Missouri, Article III, section 39, subsections 2 and 5, the state must not indemnify, hold harmless, or agree in advance to defend, any person or entity.

### **3.8 Legal Proceedings:**

- 3.8.1 For any legal action or other proceedings, per section 27.050 and section 27.060, RSMo, the Missouri Attorney General is given the authority to represent the State of Missouri's interests. The venue for any legal proceeding relating to or arising out of the RFQ or resulting contract must be in circuit court for Cole County, Missouri or the United States District Court for the Western District of Missouri, Central Division.
- 3.8.2 The contractor and the state agree that if a dispute concerning the contract arises that the parties must make an attempt to resolve the dispute through informal methods before initiating litigation.
- 3.8.3 The State of Missouri does not agree to any arbitration. The State of Missouri does not voluntarily agree to the payment of attorneys' fees. The state may, but is not required to, mediate any dispute arising under the contract, and any vendor provisions requiring mediation or dispute resolution processes must not be binding upon the state.

### **3.9 Invoicing and Payment:**

- 3.9.1 Invoicing and payments must follow section 33.120, section 34.055, and section 8.960, RSMo. All payments must be made in arrears, unless the requirements of 1 CSR 10-3.010 allow for advance payment of goods or services.

### **3.10 Non-Appropriation of Funds:**

- 3.10.1 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 must not be binding upon the state for any period in which funds have not been appropriated, have been withheld, or have been restricted, and the state must not be liable for any costs associated with termination caused by lack of appropriations or authority to spend. This includes, but is not limited to, the provisions of the Mo. Const. Article IV, sections 23, 27, 28 and in sections 33.030 and 33.065, RSMo and 1 CSR 10-3.010 (1)(B).

### **3.11 Work Outside the United States:**

- 3.11.1 Unless work outside the United States is prohibited by the RFQ, any work performed outside of the United States for the contract must comply with Executive Order 04-09.

### **3.12 Open Records:**

- 3.12.1 Pursuant to section 610.021, RSMo, the contract and related documents are available for public review.

**3.13 Protests:**

- 3.13.1 Any bid award protest must be received within ten (10) state business days after the date of award in accordance with the requirements of 1 CSR 40-1.050.

**3.14 Record Access:**

- 3.14.1 The contractor must grant the State Auditor access to records/items as stated in section 29.235, RSMo.

**3.15 State Preferences:**

- 3.15.1 If the contractor's awarded bid included state preferences, the contractor must comply with the rules applicable to those preferences including:
- a. Section 34.070 and section 34.073 RSMo for Missouri business preferences;
  - b. Section 34.074 RSMo and 1 CSR 40-1.050 for Service Disabled Veteran Enterprises; and
  - c. Section 34.165 RSMo and 1 CSR 40-1.050 for Organizations for the Blind/Sheltered Workshops;

**3.16 Taxes:**

- 3.16.1 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. No contract must be awarded to a vendor that does not meet the conditions of section 34.040.7, RSMo.

\*\*\*\*\*END OF TERMS AND CONDITIONS SECTION\*\*\*\*\*

#### **4. GENERAL CONTRACTUAL REQUIREMENTS SECTION**

##### **4.1 Contract Definition:**

4.1.1 A binding contract must consist of the following documents:

- a. the most current version of the RFQ (including all Exhibits and Attachments included in the RFQ) as amended by: RFQ addendum(s) issued prior to bid closing, and contract amendment(s);
- b. the most current version of the contractor's response, state-requested clarification responses, and contract amendment responses; and
- c. the Department's acceptance of the response (bid) by "notice of award".

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

4.1.3 The vendor's response, whether responding to a mandatory requirement or a desired attribute, will be binding upon the contractor in the event the vendor's response is accepted by the state and a contract is awarded.

4.1.4 The contractor further agrees that the language of the RFQ must govern in the event of a conflict with the contractor's response.

4.1.5 The contractor must agree to furnish all awarded products and services specified in the contract, at the prices quoted therein.

4.1.6 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 products and services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of written authorization to proceed from the state, such as an order form, (in addition to the Department's "notice of award").

##### **4.2 Contract Amendment:**

4.2.1 All changes to the contract must be accomplished by a formal contract amendment executed by both the contractor and the department prior to the effective date of such change. No other means must be used or construed as an amendment or modification to the contract.

##### **4.3 Contract Period:**

4.3.1 The original contract period must be as specified on the cover page and the subsequent Notice of Award of the RFQ.

4.3.2 Renewal Option(s): The department must have the right, at its sole option, to renew the contract for three (3) additional one-year period(s), or any portion thereof. In the event the department exercises such right, all terms and conditions, requirements and specifications of the contract must remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

##### **4.4 Contract Pricing:**

4.4.1 All prices must be firm, fixed, and as indicated in the Exhibit C, Pricing Pages. The state must not pay nor be liable for any other additional costs, including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, liquidated damages, attorney fees, etc.

**4.4.2 Renewal Pricing:** If the option for renewal is exercised by the department, the contractor must agree that the prices for the renewal period must not exceed the prices for the applicable renewal period stated on the **Exhibit C, Pricing Pages**.

- a. If renewal prices are not provided with the accepted response, then prices during the renewal period must be the same as the original contract period pricing.
- b. In addition, the contractor must understand and agree that any renewal period 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 must 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 must 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.

**4.5 Termination for Convenience:**

- 4.5.1 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 must be entitled to receive compensation for services and supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

**4.6 Cancellation for Breach of Contract:**

- 4.6.1 In the event of material breach of the contractual obligations by the contractor, the department may cancel the contract. At its sole discretion, the department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. As specified by the department, the actual cure must be completed within no more than ten (10) state business days from notification, or at a minimum the contractor must provide the department within ten (10) state business days from notification a written plan detailing how the contractor intends to cure the breach.
- 4.6.2 If the contractor fails to cure the breach or if circumstances demand immediate action, the department will issue a notice of cancellation terminating the contract immediately. If it is determined the department improperly cancelled the contract, such cancellation must be deemed a termination for convenience in accordance with the contract.
- 4.6.3 If the department cancels the contract for breach, the department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the department deems appropriate and charge the contractor for any additional costs incurred thereby.
- 4.6.4 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 must not be binding upon the state for any period in which funds have not been appropriated, and the state must not be liable for any costs associated with termination caused by lack of appropriations.

**4.7 Contract Assignment:**

- 4.7.1 Any contract assignment, except as noted below, must require prior written consent by the state, which must not be unreasonably withheld. However, the contractor may assign the contract without the state's prior consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, contingent upon the assignee agreeing to be bound by all of the terms of the contract with the State of Missouri and all past due fees are paid in full. The contractor must notify the department of all contract assignments, which must be addressed in a contract amendment. Any other

means of assignment must be void and of no effect. Subject to the foregoing, the contract must bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

#### **4.8 Transition:**

4.8.1 Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency. On the last effective day of the contract, the contractor shall complete the following tasks:

1. Complete all Daily Requirements.
2. Restock all dispensers to normal limits.
3. Remove all entrance mats provided by the contractor.
4. Remove all equipment and supplies from the janitorial closets.
5. Surrender all keys issued to the contractor by the state agency.
6. Return all state issued identification badges to the state agency

#### **4.9 Contractor Liability:**

4.9.1 The contractor must 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 must 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 must the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above) or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

#### **4.10 Insurance:**

4.10.1 The contractor must 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 must include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable, and the State of Missouri is protected as an additional insured. In the event any insurance coverage is cancelled, the department must be notified at least thirty (30) calendar days prior to such cancellation.

#### **4.11 Single Point of Contact and Responsibility:**

4.11.1 The contractor must be the single point of contact and must be responsible for the contract regardless of any subcontract arrangements.

**4.12 Contractor Status:**

- 4.12.1 The contractor must be considered an independent contractor and must not represent itself, its employees, or its subcontractors to be employees of the State of Missouri. The contractor must assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

**4.13 Subcontractors:**

- 4.13.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
- 4.13.2 The contractor must expressly understand and agree that he/she must assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- 4.13.3 The contractor must understand and agree that utilization of a subcontractor to provide any of the products/services in the contract must in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- 4.13.4 The contractor must notify and obtain approval from the state agency upon establishing any new subcontracting arrangements in writing related to the products and/or services provided to the state agency as a result of the contract.
- 4.13.5 Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor must 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 must 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:
- a. The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and must not henceforth be in such violation.
  - b. 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.

**4.14 Participation by Other Organizations:**

- 4.14.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded response. The contractor must meet their participation commitment identified in their awarded response, regardless of the products and/or services purchased by the state from the contract.
- a. The contractor must 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 on a monthly basis, unless otherwise determined by the department.
  - b. The department will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded response. 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 response.
  - 1) The contractor must obtain the written approval of the Department for any new entities. This approval must 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 must have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- d. No later than 30 calendar days after the effective date of the first renewal period the contractor must submit an affidavit to the department. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Department's website at <https://purch.oa.mo.gov/vendor-information> or another affidavit providing the same information.

#### **4.15 Substitution of Personnel:**

- 4.15.1 The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the solicitation. Therefore, the contractor agrees and understands that any substitution of the specific key individual(s) and/or personnel qualifications identified in the solicitation must be with individual(s) of equal or better qualifications than originally proposed.

#### **4.16 Coordination:**

- 4.16.1 The contractor must 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 must be made available by the contractor to the department throughout the effective period of the contract.

#### **4.17 Property of State:**

- 4.17.1 All documents, reports, furnished, or completed by the contractor pursuant to the terms of the contract must become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items must become the property of the State of Missouri.

#### **4.18 Inventions, Patents, and Copyrights:**

- 4.18.1 If any copyrighted material is developed as a result of the contract, the department must have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for department purposes or the purpose of the State of Missouri.

#### **4.19 Confidentiality and Security Documents:**

- 4.19.1 Neither party must disclose or use any confidential information of the other party, except as reasonably necessary to perform its obligations or to exercise its rights pursuant to the contract or with the other party's prior written permission.

- 4.19.2 If required by the state, the contractor must sign specific documents regarding confidentiality, security, or other similar documents that align with the confidentiality and security terms in the contract upon request, concerning the services provided for in the contract, and are consistent with the terms of the contract. The contractor must have the opportunity to review, discuss, and approve the documents the contractor must sign prior to signature. The contractor must ensure that its personnel, its subcontractors, and its subcontractors' personnel adhere to the confidentiality and security required by the contract. Failure of the contractor to sign such documents absent a good faith basis may be considered a breach of contract and subject to the cancellation provisions of this document.
- 4.19.3 The contractor must maintain strict confidentiality of all patient and client information or records supplied to it by the department or that the contractor establishes as a result of contract activities. The contents of such records must not be disclosed to anyone other than the department and the patient/client or the patient's/client's parent or legal guardian unless such disclosure is required by law.
- a. The contractor assumes liability for all disclosures of confidential information and breaches by the contractor and/or the contractor's/provider's subcontractors and employees.
  - b. The contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated under HIPAA, including but not limited to the Federal Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164, the "Privacy Rule"), the Security Standards for the Protection of Electronic Protected Health Insurance (45 CFR part 164, subpart C, the "Security Rule"), and Breach Notification for Unsecured Protected Health Information (45 CFR Parts 160 and 164, the "Breach Notification Rule").
- 4.19.4 The contractor must agree that the department utilizing the contractor's services may be required to comply with 45 CFR 160 and 45 CFR 164, and that to achieve such compliance, the contractor must appropriately safeguard Protected Health Information (as that term is defined in 45 CFR 164.501), which the contractor receives from or creates or receives on behalf of the department. In such situations and to provide reasonable assurance of appropriate safeguards, the contractor must be required to sign a Business Associate Agreement provided by the using department.

#### **4.20 Force Majeure:**

- 4.20.1 Neither the state nor the contractor must be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay must have been wholly or principally caused by acts or events beyond the state's or contractor's reasonable control. Both parties must make all reasonable efforts to remove or eliminate such a cause of delay or default. Any party must give written notice of any Force Majeure event to the other party within a reasonable time period after its occurrence in order to receive the liability protections of this paragraph.

#### **4.21 Actions, Suits, or Proceedings:**

- 4.21.1 The contractor must notify the State of Missouri immediately if the contractor becomes aware of any action, suit, or proceeding, pending or threatened that will have a material adverse effect on contractor's ability to fulfill the obligations under the contract. The contractor's public filings with the United States Securities and Exchange Commission (SEC) must meet the notice requirement set forth herein.
- 4.21.2 Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the department immediately.

#### **4.22 Warranties and Representations:**

4.22.1 The contractor expressly warrants that all equipment, supplies, and/or services provided must:

- a. conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the department,
- b. be fit and sufficient for the purpose expressed in the RFQ,
- c. for any goods provided, be merchantable,
- d. be of good materials and workmanship, and
- e. be reasonably free from defect.

4.22.2 Such warranty must survive delivery and must not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

#### **4.23 Conflict of Interest:**

4.23.1 The contractor agrees that during the term of the contract neither the contractor nor any of its employees or subcontractors must acquire any other contractual relationships which create any actual or perceived conflict of interest.

#### **4.24 Remedies and Rights:**

4.24.1 No provision in the contract must be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future contractual right and/or contractual remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.

4.24.2 The contractor understands and agrees that the contract must 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.

4.24.3 The contractor understands and agrees that the state reserves the right to consider the contractor's failure to perform requirements and commitments specified in the contract in future procurement evaluations.

#### **4.25 Communications and Notices:**

4.25.1 Any notice to the contractor must 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 contractor.

#### **4.26 Survivability of Terms:**

4.26.1 The contractual provisions as to definitions, indemnity, warranties, confidentiality, ownership, transition, data, security, examination and auditing, third party use, licenses, liability, insurance, governing law, venue, remedy, and assignment must survive any payment for goods and services, expiration, termination or cancellation of the contract, and must continue in full force and effect.

#### **4.27 Contractor Title To Equipment:**

4.27.1 Title to any equipment required by the contract must be held by and vested in the contractor. The State of Missouri must not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment. It must be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.

\*\*\*\*END OF GENERAL CONTRACTUAL REQUIREMENTS SECTION\*\*\*\*

## 5. VENDOR SUBMISSION, EVALUATION, AND AWARD INFORMATION SECTION

### 5.1 Bid Submission Overview:

- 5.1.1 Vendors must examine the entire RFQ carefully. Failure to do so must be at the vendor's risk.
- 5.1.2 Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFQ, the evaluation, etc., to the Procurement Analyst of record indicated on the first page of this RFQ. It is preferred that questions be emailed to the Procurement Analyst.
- 5.1.3 It is the vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise the department believes that any RFQ provisions are: (1) ambiguous, (2) contradictory or arbitrary, (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. Likewise, if the RFQ lacks needed clarity and will otherwise necessitate the inclusion of vendor assumptions, vendor should request an addendum to the RFQ prior to the end date and time to identify needed information.
- 5.1.4 All responses must (1) be submitted by a duly authorized representative of the vendors organization, (2) contain all information required by the RFQ, and (3) be priced as required.
- 5.1.5 By submitting a bid, the vendor agrees to furnish the equipment, supplies and/or services specified in the RFQ, at the prices quoted, pursuant to all requirements and specifications contained therein.
- 5.1.6 Bid responses, including all prices therein, must remain valid for 90 calendar days from bid target date submission unless otherwise indicated. If the bid is accepted and awarded, the entire bid, including all prices must be firm for the specified contract period.
- 5.1.7 All equipment and supplies offered in a bid response must be new, of current production, and available for marketing by the manufacturer unless the RFQ clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- 5.1.8 The department reserves the right to officially amend or cancel an RFQ after issuance.

### 5.2 Preparation of Bids:

- 5.2.1 Business Compliance Pre-Work: Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits explained in the evaluation process section herein, vendors are encouraged to IMMEDIATELY begin securing these verifications when preparing a bid response.
- 5.2.2 RFQ Vendor Response Exhibits: The vendor must submit properly completed RFQ Vendor Response Exhibits as their response. Each exhibit includes instructions outlining the information to be provided in response to the exhibit.
  - a. **Exhibit A, Bid Signature Page** should be completed and placed at the beginning of the response to declare understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFQ as modified by any RFQ addendums. The remaining exhibits should be placed in sequential order after the **Exhibit A, Bid Signature Page**.
  - b. The vendor must complete **Exhibit D, Past Performance References** with information related to previous and current services/contracts performed by the vendor's organization which are similar to the requirements of this RFQ to verify the vendor is responsible and reliable. If the vendor is proposing

an entity other than the vendor to perform the required services, the vendor must also submit the information requested for such proposed subcontractor.

- c. Vendors do not need to return the RFQ Sections or RFQ Attachments contained herein with their response.

5.2.3 Bid Preparation Costs: Any and all costs incurred by the vendor in preparing or submitting a bid must be the vendor's sole responsibility whether or not any award results from this RFQ. The state must not reimburse such costs.

5.2.4 Bid Page Numbering: The bid should be page numbered.

5.2.5 Bid Font: The bid should be easily readable and legible fonts, 11 point or above, should be used. For graphics or illustrations within the bid, the font size may be smaller than 11 point.

5.2.6 Embedded Files, Hyperlinks, and Video Clips: The vendor should not include embedded files, hyperlinks, or video clips within their response to the RFQ. In the event the vendor provides embedded files, hyperlinks, or video clips, the vendor must understand the state is not obligated to consider such information in the evaluation of the vendor's response.

5.2.7 Completeness of Bid: It is the vendor's sole responsibility to submit complete and clear information in their bid in response to the RFQ Vendor Response Exhibits. The state is under no obligation to solicit such information if it is not included in the vendor's response. The vendor's failure to submit such information may cause an adverse impact on the evaluation of their bid. Information not relevant to the requirements herein and to explaining the vendor's proposed solution should be excluded from the vendor's response.

### **5.3 Compliance with Requirements, Terms and Conditions:**

5.3.1 Non-compliant bids must be ineligible for award pursuant to 1 CSR 40-1.050(21) which, in part, states, "(21) Awards are to be made to the bidder/offeror whose bid/proposal complies with— (A) All mandatory specifications and requirements of the bid/proposal." Therefore, taking exception to mandatory provisions of the RFQ must place the vendor at risk for being non-responsive and ineligible for award.

5.3.2 Bids which do not comply with the requirements and specifications are subject to rejection without clarification.

5.3.3 The vendor is cautioned when submitting pre-printed terms and conditions or other types of material to ensure such documents do not contain terms and conditions that conflict with those of the RFQ and its contractual requirements.

5.3.4 If the vendor's bid includes any exceptions to the mandatory provisions of the RFQ, the vendor must (1) identify the specific RFQ paragraph number to which the exception applies along with a description of why the vendor is taking exception to the provision; and (2) any proposed alternative language the vendor would like the state to consider replacing the provision. However, the vendor must understand and agree:

- a. Exceptions to mandatory provisions of the RFQ place the vendor at risk for being non-responsive and ineligible for award. The state is not obligated to revise the RFQ to make provision for the identified exception(s).
- b. Section 1 of the RFQ provides required instructions for addressing RFQ questions and requesting changes or clarifications to the RFQ **prior to** the bid end date.

5.3.5 In the event all vendors fail to meet the same mandatory requirement in an RFQ, the department reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation.

In addition, the department reserves the right to waive any minor irregularity or technicality found in any individual response.

#### 5.4 Foreign Vendors:

- 5.4.1 Foreign vendors who do not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must complete the appropriate IRS W-8 form (found on the [www.irs.gov](http://www.irs.gov) website) and must attach this completed and signed form when registering on the MissouriBUYS (<https://missouribuy.mo.gov>) website.
- a. When submitting a response, the vendors who do not have an IRS Employer Identification Number should attach a note to the front page of their response advising the department if: (1) a completed and signed W-8 form is included with the response or (2) a completed and signed W-8 form is attached to their vendor registration profile on the MissouriBUYS website.
  - b. Foreign vendors that have an IRS Employer Identification Number may register as a vendor on the MissouriBUYS (<https://missouribuy.mo.gov>) website by using the IRS Employer Identification Number assigned to their company and attaching a completed and signed IRS W-9 form to their vendor registration profile. (Note: Attaching a completed and signed IRS W-8 form is not necessary.)

#### 5.5 Online Submission of Solicitation Response:

- 5.5.1 In order for the vendor to submit their response, the vendor must be registered in MissouriBUYS, powered by MOVERS in a "Prospective" or "Spend Authorized" registration status. The vendor must achieve "Approved" registration status in MissouriBUYS (WebProcure/Proactis) and "Spend Authorized" registration status in MissouriBUYS, powered by MOVERS in order to be considered for a contract award. MissouriBUYS, powered by MOVERS is the State of Missouri's web-based procurement system located at <https://www.missouribuy.mo.gov>. Detailed instructions pertaining to vendor registration can be found at: <https://missouribuy.mo.gov/media/pdf/vendor-registration-instructions>.
- 5.5.2 THE REGISTERED VENDOR MAY SUBMIT THEIR SEALED BID ELECTRONICALLY THROUGH MISSOURIBUYS, POWERED BY MOVERS. All bids must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the RFQ, and (3) be priced as required. Unless the RFQ specifies otherwise, no other means of bid submission, modification, or retraction or withdrawal shall be allowed.
- a. Registered vendors may submit their bid electronically through MissouriBUYS, powered by MOVERS by completing the applicable on-line pricing and by completing, attaching, and submitting all completed RFQ Vendor Response Exhibits (including **Exhibit A, Bid Signature Page** and all other exhibits) and all other contents of their bid. The registered vendor is instructed to review the RFQ submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS, powered by MOVERS website at: <https://missouribuy.mo.gov/bid-board> (see Bid Response Instructions for MissouriBUYS, powered by MOVERS), at: <https://missouribuy.mo.gov/media/pdf/revise-and-retract-supplier-response-movers>.
  - b. The exhibits, forms, and Pricing Page(s) provided herein should be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission in MissouriBUYS, powered by MOVERS. Other information requested or required may be sent as an attachment in MissouriBUYS, powered by MOVERS. Be sure to include the solicitation number, company name, and a contact name on any electronic attachments. All of the vendor's bid attachments should be searchable. Each attachment submitted in MissouriBUYS, powered by MOVERS must not exceed a 100MB file size.

- 1) In the event the registered vendor attaches information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be attached as a separate document and clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor's failure to follow these instructions shall relieve the state of any obligation to preserve the confidentiality of the documents.
- 5.5.3 The vendor is solely responsible for ensuring timely submission of their electronic solicitation response. Failure to allow adequate time prior to the bid end date and time to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.
  - 5.5.4 If a registered vendor submits multiple responses in MissouriBUYS, powered by MOVERS and if such responses are not identical, the vendor should explain which response is valid or if both responses are valid as alternative responses. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest to be valid.
  - 5.5.5 To ensure software compatibility with the MissouriBUYS, powered by MOVERS, the vendor should submit the response attachments in Microsoft Word, Microsoft Excel, or Adobe PDF. The vendor should use the Microsoft Edge web browser when submitting their response in MissouriBUYS, powered by MOVERS. A vendor's failure to follow these instructions and instead use a different application or method for completion and submission of attachments could render some or all of the vendor's response to be unreadable which could negatively impact the evaluation of the vendor's response.
    - a. If vendor technical assistance is needed when submitting a response, contact [solicitations@oa.mo.gov](mailto:solicitations@oa.mo.gov).
  - 5.5.6 Bids may be modified on-line in MissouriBUYS, powered by MOVERS prior to the official end date and time. Other methods to request to modify a bid prior to the official end date and time shall not be honored.
  - 5.5.7 To retract a bid response on-line in MissouriBUYS, powered by MOVERS, please see the Revise and Retract Supplier Response Online Reference Guide found at: <https://missouribuy.mo.gov/media/pdf/revise-and-retract-supplier-response-movers>.
  - 5.5.8 A bid response may also be withdrawn after the bid target date through submission of a written request by an authorized representative of the vendor to the department. Justification of withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the vendor.
  - 5.5.9 When submitting their electronic response, the registered vendor indicates acceptance of all RFQ requirements, terms and conditions by clicking on the "Accept" button on the Overview tab in MissouriBUYS, powered by MOVERS. Failure to do so may result in rejection of the response unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.
  - 5.5.10 It must be the sole responsibility of the vendor to monitor the MissouriBUYS Statewide eProcurement System to obtain a copy of the RFQ addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the RFQ was established and registered vendors who have responded to the RFQ on-line prior to an addendum being issued should receive e-mail notification of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the RFQ was established and registered 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 bid end date and time specified in the RFQ. If the RFQ is cancelled after the bid end date and time specified in the RFQ, the Procurement Analyst of record will send email notification to all vendors that responded to the RFQ informing them of the cancellation of the RFQ.

## 5.6 Evaluation Process:

- 5.6.1 In order to complete the awards identified above, the state will follow the evaluation process set out in section 34.040, RSMo and as identified herein to determine the lowest and best vendor(s).
- 5.6.2 Compliance Review: Each bid submitted in response to the RFQ will be reviewed for compliance with the mandatory requirements of the RFQ. The vendor must understand the state will not award a contract to a vendor with a non-responsive (non-compliant) bid.
- a. A bid which contains non-responsiveness issues which could never be expected to be brought into compliance must be considered unacceptable and eliminated from further consideration in the evaluation.
  - b. In the event only one bid is received, the State of Missouri reserves the right to review the bid to determine if the vendor is responsive, responsible, and reliable and is therefore eligible for award. Such determination must be based upon information submitted in the response.
  - c. The department reserves the right to reject any and all bids.
  - d. The department 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 must be referred to the Missouri Attorney General's Office for appropriate action.
- 5.6.3 Business Compliance Requirements: **Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits, vendors are encouraged to IMMEDIATELY begin securing these verifications when preparing a bid.** In order to be considered a responsible and reliable vendor and therefore be considered eligible for award of a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri and provide the applicable documentation prior to the award of a contract. Vendor's failure to complete the pre-work necessary for submission of completed business compliance exhibits identified below prior to submission of their bid may result in a non-compliance determination of their bid response. In order to verify the vendor's compliance, the state will review the vendor's response to the following Business Compliance Exhibits:
- a. **Business Compliance Exhibit H, State of Missouri Tax Compliance** - In accordance with section 34.040.7 RSMo, the vendor must be in tax compliance with the Missouri Department of Revenue. The Missouri Department of Revenue will issue a "Vendor No Tax Due" certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.
  - b. **Business Compliance Exhibit I, Registration of Business Name with the Missouri Secretary of State** - In accordance with section 351.572, RSMo, the vendor must obtain a certification of authority from be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State.
  - c. **Business Compliance Exhibit J, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization** - Pursuant to section 285.530, RSMo, if the vendor meets the section 285.525, RSMo, definition of a "business entity" (<https://revisor.mo.gov/main/OneSection.aspx?section=285.530#:~:text=285.530,liability%20of%20contractors%20and%20subcontractors>), 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 J, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.



- d. **Business Compliance Exhibit K, Services Outside the United States** - If any services offered under this RFQ are being performed at sites outside the United States, the vendor must disclose such fact and provide details with the bid.
- e. **Business Compliance Exhibit L, Employee/Conflict of Interest**
- f. **General 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 addendum signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or must be in compliance with such laws prior to any resulting contract award. Likewise, the successful vendor must remain in compliance with such laws for the duration of the resulting contract. The vendor must provide documentation of compliance upon request by the department. The compliance to conduct business in the state must include, but not necessarily be limited to:
  - 1) Taxes (e.g., city/county/state/federal)
  - 2) State and local certifications (e.g., professions/occupations/activities)
  - 3) Licenses and permits (e.g., city/county license, sales permits)
  - 4) Insurance (e.g., worker's compensation/unemployment compensation)
- g. Each bid submitted in response the RFQ will be reviewed for business compliance with the laws regarding conducting business in the state of Missouri.

5.6.4 Clarifications and Corrections: Any clerical error, apparent on its face, may be corrected by the Procurement Analyst before contract award. Upon discovering an apparent clerical error, the Procurement Analyst will contact the vendor and request clarification of the intended bid. The correction must be incorporated in the notice of award, if applicable. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

- a. The department 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.

5.6.5 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.

5.6.6 In the evaluation of bids, preferences must be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Vendors should apply the same preferences in selecting subcontractors.

5.6.7 Objective Evaluation of Cost – The objective evaluation of cost must be based on the total annual cost for the original contract period and each potential renewal period for Janitorial Services and Supplemental Services using the prices stated on the **Exhibit C, Pricing Page** and the annual quantities listed below:

- a. Janitorial Services – The total annual cost for Janitorial Services must be determined based on the per square foot, per month prices stated on the Pricing Page for 7,166 total cleanable square footage for the state-owned Simpson Building located at 709 Missouri Boulevard in Jefferson City, Missouri.
- b. Supplemental Services - The total annual cost for Supplemental Services must be determined based on the prices stated on the Pricing Page and the following annual figures:
  - ✓ Interior Window Cleaning for one (1) linear foot
  - ✓ Exterior Window Cleaning for one (1) linear foot
  - ✓ Hard Surface Floors – Strip and Wax for one (1) square foot
  - ✓ Hard Surface Floors – Scrub and Wax for one (1) square foot

- ✓ Hard Surface Floors – Newly Laid Floor Sealing
- ✓ Deep Carpet Cleaning for one (1) square foot
- ✓ Construction Clean-up – Final for one (1) square foot
- ✓ Construction Clean-up – Ongoing for one (1) square foot
- ✓ Brushing and Spot Cleaning of Fabric Furniture for one (1) piece
- ✓ Final clean of one (1) square foot
- ✓ Additional janitorial personnel for one (1) hour
- ✓ One (1) case of paper towel rolls for use in kitchenette, galley, or break rooms
- ✓ One (1) case of tri-fold paper towel for use in kitchenette, galley, or break rooms
- ✓ One (1) case of toilet paper
- ✓ One (1) Paper towel dispenser
- ✓ One (1) Toilet paper dispenser
- ✓ One (1) Soap dispenser
- ✓ High Touch Disinfecting for one (1) person, for one (1) hour

- c. Cost evaluation points must be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}} \times \frac{\text{Maximum Cost Evaluation Points (200)}}{\text{Evaluation Points (200)}} = \text{Assigned Cost Points}$$

- 1) Cost Evaluation Quantities: The vendor must understand and agree 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 either actual or anticipated usage.
- 2) Unit of Measure: If the unit of measure specified on the attached pricing pages is different than the manner in which the vendor offers that item, then the unit of measure being proposed by the vendor must be clearly identified on the pricing page. All mathematical conversions should be shown by the vendor and must be provided upon specific request from the Procurement Analyst.
  - In the cost evaluation, a unit price conversion will be done to fairly evaluate solicitation prices. However, for any resulting contract, the unit of measure proposed will be the unit of measure awarded. Vendors are encouraged to contact the Procurement Analyst **prior to** submission of their solicitation to discuss anticipated unit modifications. The vendor is cautioned that the State of Missouri reserves the right to clarify the unit of measure modification or to disqualify the solicitation for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the State of Missouri.
- 3) Prompt Payment Discount: The vendor is encouraged to propose price discounts for prompt payment that would benefit the State of Missouri. However, since such discounts would be conditional upon the department being able to meet the payment deadline, such discount must not be considered in the cost evaluation.
- 4) Maximum Potential Financial Liability to the State of Missouri: Unless otherwise specified in the RFQ, pricing must be evaluated at the maximum potential financial liability to the State of Missouri.

#### 5.6.8 Evaluation of Bonus Point Preference: Organizations for the Blind and Sheltered Workshop (Blind/Sheltered Workshop) Preference:

- a. Organization for the Blind and Sheltered Workshop Participation Prerequisites: In order for the department to meet the provisions of section 34.165, RSMo and 1 CSR 40-1.050, the vendor should

secure participation of qualified nonprofit organizations for the blind or sheltered workshops in providing the products/services required in this RFQ. Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a five to fifteen (5-15) bonus point preference must 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.

- b. In order to qualify for the five to fifteen (5-15) bonus points, the following conditions must be met and the following evidence must be provided:

- 1) 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, at a minimum, the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
- 2) The services performed or the products provided by the listed participating organizations 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 must be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the listed participating organizations are utilized, to any extent, in the vendor's obligations outside of the contract, it must not be considered a valid added value to the contract and must not qualify as participation in accordance with this clause.

- c. Evaluation of Vendor's Blind/Sheltered Workshop Participation Bonus Points: A sliding scale for the award of points must range from a minimum of five (5) points to a maximum of fifteen (15) points. The award of the minimum five (5) points must 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 bid for purchases not exceeding ten (10) million dollars (\$10,000,000.00).

- 1) Where the commitment in the bid exceeds the minimum level set forth in section 34.165 RSMo to obtain five (5) points, the awarded points must exceed the minimum five (5) points, up to a maximum of fifteen (15) points. As the statute sets out a minimum of five (5) points for a minimum two percent (2%) commitment, each percent of commitment is worth two and one-half (2.5) points. The formula to determine the awarded points for commitments above the two percent (2%) minimum must be calculated based on the commitment in the bid (which in the formula will be expressed as a number [Vendor's Commitment Number below], not as a percentage) times two and one-half (2.5) points:

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

Examples: A commitment of three percent (3%) would be calculated as:  $3 \times 2.5 \text{ points} = 7.5$  awarded points. A commitment of five and one-half percent (5.5%) would be calculated as:  $5.5 \times 2.5 \text{ points} = 13.75$  awarded points. If, instead of a percentage, a vendor's response lists a dollar figure that is over the minimum amount, the dollar figure must be converted into the percentage of the vendor's total contract value for calculation of the awarded points. Commitments at or above six percent (6%) receive the maximum of fifteen (15) points.

- d. 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 requested information with the bid.
- e. Blind or Sheltered Workshop Commitment: If the vendor's response is awarded and the vendor received evaluation consideration for the Blind or Sheltered Workshop portion, the organization for

the blind or sheltered workshop participation committed to by the vendor in the Participation Commitment Table must be interpreted as a contractual requirement. The awarded vendor must be expected to meet the participation commitment regardless of the products and/or services purchased by the state from the contract.

- 5.6.9 Service-Disabled Veteran Business Enterprises (SDVEs) – Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) bonus point preference must be granted to vendors who qualify as Missouri service-disabled veteran business enterprises and who complete and submit Exhibit G, Missouri Service-Disabled Veteran Business Enterprise Preference with the solicitation. If the solicitation does not include the completed Exhibit G in accordance with the instructions provided therein, no preference points will be applied. In order to be considered a qualified SDVE for purposes of this RFQ, the vendor must be certified as an SDVE by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the response opening date.

## **5.7 Bid Opening:**

- 5.7.1 Bid openings are public on the end date and at the opening time specified on the RFQ document.

## **5.8 Award Determination:**

- 5.8.1 Determination of Responsiveness - Any bid which does not comply with the mandatory requirements of the RFQ will be determined to be non-responsive and will not be considered for an award.
- 5.8.2 Determination of Responsibility and Reliability - The state must determine the responsibility and reliability of the lowest responsive vendor. Additionally, the state must determine whether a vendor has met the business compliance requirements identified herein.
- a. The State of Missouri reserves the right to reject any bid for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory experience/performance of similar services by the vendor or any subcontractor(s) proposed to provide the services within the past three (3) years, and/or (2) the vendor's inability or failure to document recent responsible and reliable past experience/performances similar to the services required and/or (3) failure of the vendor to provide a sample or providing an unacceptable sample, if a sample is deemed necessary by the State of Missouri.
  - b. If the lowest responsive vendor is determined not to be responsible and reliable or fails to compliance with the business compliance requirements, the state must conduct a determination of responsibility and reliability for the next lowest responsive vendor.
- 5.8.3 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 must be given when quality is equal or better and delivered price is the same or less.
- 5.8.4 Determination of Award - The contract will be awarded to the lowest, responsive, and responsible and reliable vendor determined as specified herein.
- 5.8.5 Any award of a contract must be made by notification from the department to the successful vendor. The final determination of contract award(s) must be made by the department.
- a. Vendors that respond to an RFQ will be notified of the award results via e-mail.

**\*\*\*\*END OF VENDOR SUBMISSION, EVALUATION, AND AWARD INFORMATION SECTION\*\*\*\***

## EXHIBIT A BID SIGNATURE PAGE



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

### FMDC26-0025 – ADDENDUM 01 JANITORIAL SERVICES – SIMPSON BUILDING

<b>Vendor's Organization Name:</b>			
<b>MissouriBUYS System ID:</b>			
<b>Point of Contact:</b>			
<b>Phone Number:</b>		<b>Email Address:</b>	
<b>Mailing Address:</b>			
<b>City/State/Zip:</b>			
<b>Vendor Tax Filing Type with IRS (check one):</b>	<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		

*I am authorized to submit a bid to the State of Missouri in response to the RFQ on behalf of my organization, to provide the products and/or services at the prices submitted. The information provided as my organization's response is true and accurate. The vendor agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract must exist between the vendor and the State of Missouri, as defined in section 4.1. By signing below, the vendor hereby declares understanding, agreement, and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFQ and any previously issued RFQ addendums.*

<b>Authorized Signature</b>	<b>Date</b>
<b>Printed Name</b>	<b>Title</b>

**EXHIBIT B, BID SUBMITTAL CHECKLIST**

The following table is provided to assist the vendor in completing their bid. It is the vendor's sole responsibility to ensure that all mandatory requirements are met and that their bid, including all exhibits, are properly completed and submitted with their bid response. The vendor may want to check the Task Complete boxes to ensure that each of these items are completed and/or submitted with the vendor's bid response.

<b>No.</b>	<b>Description</b>	<b>Task Complete</b>
1.	Complete and sign <b>Exhibit A, Bid Signature Page</b> .	<input type="checkbox"/>
2.	Complete all pricing required on <b>Exhibit C, Pricing Page(s)</b> .	<input type="checkbox"/>
3.	Complete <b>Exhibit D, Past Performance</b>	
4.	Complete <b>Exhibit E, Participation Commitment</b> for any Organization for the Blind/Sheltered Workshop proposed.	<input type="checkbox"/>
5.	Complete <b>Exhibit F, Documentation of Intent to Participate</b> , identifying each Organization for the Blind/Sheltered Workshop, proposed.	<input type="checkbox"/>
6.	Complete <b>Exhibit G, Missouri Service-Disabled Veteran Business Enterprise Preference</b> , if applicable.	
7.	Complete <b>Business Compliance Exhibit H, State of Missouri Tax Compliance</b> and attach "Vendor No Tax Due" certificate.	<input type="checkbox"/>
8.	Complete <b>Business Compliance Exhibit I, Registration of Business Name with the Missouri Secretary of State</b> .	<input type="checkbox"/>
9.	Complete and sign <b>Business Compliance Exhibit J, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization</b> (be sure to complete and return the Affidavit of Work Authorization and the vendor's E-Verify Memorandum of Understanding, if required).	<input type="checkbox"/>
10.	Complete <b>Business Compliance Exhibit K, Services Outside the United States</b> .	<input type="checkbox"/>
11.	Complete <b>Business Compliance Exhibit L, Employee/Conflict of Interest</b> .	<input type="checkbox"/>
12.	Complete <b>Business Compliance Exhibit M, Proposed Subcontractors/Contractor's Contact Person</b>	<input type="checkbox"/>

**REMINDER:** vendors do not need to return RFQ Sections 1 through 5 or the RFQ attachments, if any, with their bid response.

**EXHIBIT C, PRICING PAGES**

**Janitorial Services** – The vendor must provide a firm, fixed per square foot, per month price for the original contract period and a maximum per square foot, per month price for each potential renewal period for providing Janitorial Services at the building listed below, in accordance with the provisions and requirements specified herein. Pricing provided by the vendor must not exceed three (3) decimal places. **All costs associated with providing the Janitorial Services, excluding Supplemental Services, must be included in the stated prices.** (UNSPC code 76111501)

Line Item	Description	Original Contract Period Firm, Fixed Price	First Renewal Period Maximum Price	Second Renewal Period Maximum Price	Third Renewal Period Maximum Price
1	Janitorial Services – Simpson Building at 709 Missouri Boulevard, Jefferson City, MO	\$ _____ per square foot, per month	\$ _____ per square foot, per month	\$ _____ per square foot, per month	\$ _____ per square foot, per month

**Supplemental Service:** The vendor must state a firm, fixed price for the original contract period and a maximum price for each potential renewal period for each of the following Supplemental Services provided in accordance with the provisions and requirements specified herein. In the event the vendor does not provide pricing on one or more of the line items below for supplemental services, it must be interpreted and enforced as no charge (\$0) to the State of Missouri. All cost associated with providing the Supplemental Services must be included in the stated prices. (UNSPC code 76111501)

Line Item	Description	Original Contract Period Firm, Fixed Price	First Renewal Period Maximum Price	Second Renewal Period Maximum Price	Third Renewal Period Maximum Price
2	Interior Window Cleaning	\$ _____ per linear foot	\$ _____ per linear foot	\$ _____ per linear foot	\$ _____ per linear foot
3	Exterior Window Cleaning	\$ _____ per linear foot	\$ _____ per linear foot	\$ _____ per linear foot	\$ _____ per linear foot
4	Hard Surface Floors – Strip and Wax	\$ _____ per square foot	\$ _____ per square foot	\$ _____ per square foot	\$ _____ per square foot
5	Hard Surface Floors – Newly Laid Floor Sealing	\$ _____ per square foot	\$ _____ per square foot	\$ _____ per square foot	\$ _____ per square foot
6	Hard Surface Floors – Scrub and Wax	\$ _____ per square foot	\$ _____ per square foot	\$ _____ per square foot	\$ _____ per square foot
7	Deep Carpet Cleaning	\$ _____ per square foot	\$ _____ per square foot	\$ _____ per square foot	\$ _____ per square foot
8	Construction Clean-up - Final	\$ _____ per square foot	\$ _____ per square foot	\$ _____ per square foot	\$ _____ per square foot

Line Item	Description	Original Contract Period Firm, Fixed Price	First Renewal Period Maximum Price	Second Renewal Period Maximum Price	Third Renewal Period Maximum Price
9	Construction Clean-up - Ongoing	\$ _____ per square foot	\$ _____ per square foot	\$ _____ per square foot	\$ _____ per square foot
10	Brushing and Spot Cleaning of Fabric Furniture	\$ _____ per piece	\$ _____ per piece	\$ _____ per piece	\$ _____ per piece
11	Final Clean	\$ _____ per square foot	\$ _____ per square foot	\$ _____ per square foot	\$ _____ per square foot
<b>Additional Personnel and Additional Products</b>					
12	Additional Janitorial Personnel	\$ _____ per hour, per person	\$ _____ per hour, per person	\$ _____ per hour, per person	\$ _____ per hour, per person
13	Additional Paper Towel Rolls	\$ _____ per case (minimum of 6 per case)	\$ _____ per case (minimum of 6 per case)	\$ _____ per case (minimum of 6 per case)	\$ _____ per case (minimum of 6 per case)
14	Additional Tri-Fold Paper Towels	\$ _____ per case (minimum of 12 per case)	\$ _____ per case (minimum of 12 per case)	\$ _____ per case (minimum of 12 per case)	\$ _____ per case (minimum of 12 per case)
15	Additional Toilet Paper	\$ _____ per case (minimum of 12 per case)	\$ _____ per case (minimum of 12 per case)	\$ _____ per case (minimum of 12 per case)	\$ _____ per case (minimum of 12 per case)
16	Paper Towel Dispenser	\$ _____ per each	\$ _____ per each	\$ _____ per each	\$ _____ per case
17	Toilet Paper Dispenser	\$ _____ per each	\$ _____ per each	\$ _____ per each	\$ _____ per case
18	Soap Dispenser	\$ _____ per each	\$ _____ per each	\$ _____ per each	\$ _____ per case
<b>High Touch Disinfecting</b>					
19	High Touch Disinfecting	\$ _____ per hour, per person	\$ _____ per hour, per person	\$ _____ per hour, per person	\$ _____ per hour, per person

**Prompt Payment Discount:** The vendor is encouraged to propose price discounts for prompt payment that would benefit the State of Missouri. Any proposed discounts are conditional based upon the department's ability to meet the payment deadline. Therefore, any proposed prompt payment discounts cannot be considered in the cost evaluation.

Vendor's Response:



**EXHIBIT D, PAST PERFORMANCE REFERENCES**

Directions to Vendor: The vendor **must** provide at least one (1) past performance reference, but no more than three (3) past performance references. Each should have occurred within the past three (3) years. At least one (1) past performance reference should provide evidence that the vendor has a minimum of two (2) years of experience providing janitorial services. At least one (1) past performance reference should involve work for a government agency of similar scale and complexity to the buildings referenced in the RFQ. The vendor should copy and complete this Exhibit for each reference presented.

Reference	
<b>Building Address:</b>	
<b>Dates Service Provided:</b>	
<b>Specific Contact Information:</b>	Organization Name: _____ Contact Person Name: _____ Telephone Number: _____ Email Address: _____
Annual Dollar Value of Services	
Description of the Building (e.g. office bldg., warehouse, doctor's office, etc.) and Number of People Occupying the Building	
Was the vendor responsible for providing paper products? If yes, what was the monthly volume of paper products provided by the vendor?	
Square Footage of the Building	Total Square Feet: _____ Square Feet of Carpeted Area: _____ Square Feet of Hard Surface Floors: _____
Description of Services Provided, Including: <ul style="list-style-type: none"> <li>• Whether the Vendor Provided the Cleaning Equipment/Supplies and Chemicals</li> <li>• Whether the Vendor Provided Carpet Cleaning/VCT/Hard Floor Cleaning</li> <li>• Whether a Day Porter/Matron was Provided</li> </ul>	

**EXHIBIT E, PARTICIPATION COMMITMENT**

**Organization for the Blind/Sheltered Workshop Participation Commitment** - If the vendor is committing to Organization for the Blind/Sheltered Workshop participation (as detailed in Section 5, Vendor Submission, Evaluation, and Award Information Section), either through subcontractor participation 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 each organization proposed and must submit the completed exhibit(s) with the vendor's response, in order to receive evaluation consideration for the Participation.

**Blind/Sheltered Workshop Resources:**

A list of Missouri sheltered workshops can be found at the following websites:

- Listing of Missouri Sheltered Workshops:  
<http://dese.mo.gov/special-education/sheltered-workshops/directories>
- Missouri Sheltered Workshop Products/Services Locator:  
<http://moworkshops.org/services.html>

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

<http://www.lhbindustries.com> and <http://www.alphapointe.org>

**Participation Commitment Submission Instructions:**

For each Organization for the Blind/Sheltered Workshop proposed, the vendor must:

1. identify the name of each qualified Organization for the Blind/Sheltered Workshop,
2. describe the proposed products/services and/or identify RFQ Paragraph number of RFQ Scope of Work which requires the proposed products/services,
3. if the participation is not proposed throughout the life of the contract, then identify specifically when during the term of the contract the proposed products/services would be provided/performed, and
4. enter the committed participation percentage of the actual total contract value in the appropriate column.

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 must be performed/provided exclusive to the performance of the contract.

<b>Organization for the Blind/Sheltered Workshop Commitment Table</b>			
<b>Name of Each Qualified Organization for the Blind or Sheltered Workshop Proposed</b>	<b>Description of Proposed Products/Services and RFQ Paragraph Number Which Requires Proposed Products/Services within the Statement of Work</b>	<b>If The Participation Is Not Proposed Throughout The Life Of The Contract, When During the Term of the Contract Proposed Products/Services Would Be Provided/Performed</b>	<b>Committed Percentage of Participation (%* of the Actual Total Contract Value)</b>
			%
			%
			%
Total Committed Percentage(s) <i>(must minimally be 2%)</i>			%

\*If the actual total dollar value of the contract is less than \$250,000.00, then in lieu of a percentage, the vendor may instead commit to providing a minimum of \$5,000.00 worth of products and/or services from an organization for the blind or sheltered workshop.

**EXHIBIT F, 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 RFQ, the vendor must either provide this Exhibit or letter of intent recently signed by the proposed Organization for the Blind or Sheltered Workshop documenting the following information with the vendor's bid response.

~ 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*

**EXHIBIT G, MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

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

**DEFINITION – QUALIFIED SDVE:**

The following definitions must be used in determining whether an individual, business, or organization qualifies as an SDVE:

- In order to be considered a qualified SDVE for purposes of this RFQ, the vendor must be certified as an SDVE by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the RFQ opening date.
- 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 department responsible for the administration of veterans' affairs.);
- Having the management and daily business operations controlled by one (1) or more SDVs; and
- Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

**SDVE Preference Response: The vendor should check the appropriate statement below indicating whether the vendor is an OEO certified SDVE at the time of the RFQ opening date. If neither statement is checked, the vendor will not be eligible for SDVE preference consideration.**

- ☐ No, the vendor submitting the response to the RFQ is not an OEO-certified SDVE at the time of the response opening date. (Not eligible for SDVE preference)
- ☐ Yes, the vendor submitting the response to the RFQ is an OEO-certified SDVE at the time of the response opening date. (Eligible for SDVE preference)

**BUSINESS COMPLIANCE EXHIBITS**

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Instructions: In order to be awarded a contract, 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 **Exhibit A, Bid Signature Page** of this original document and any addendum signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or must be in compliance with such laws prior to any resulting contract award. The vendor must provide documentation of compliance with the vendor's response and upon request by the department.

- Business Compliance Exhibit H, State of Missouri Tax Compliance
- Business Compliance Exhibit I, Registration of Business Name with the Missouri Secretary of State
- Business Compliance Exhibit J, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
- Business Compliance Exhibit K, Services Outside the United States
- Business Compliance Exhibit L, Employee/Conflict of Interest
- Business Compliance Exhibit M, Proposed Subcontractors/Contractor's Contact Person

**BUSINESS COMPLIANCE EXHIBIT H, STATE OF MISSOURI TAX COMPLIANCE****STATE OF MISSOURI TAX COMPLIANCE**

In accordance with section 34.040.7, RSMo, the department is precluded from contracting with a vendor or its affiliate who 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.

In order to verify the vendor's State of Missouri tax compliance with the Missouri Department of Revenue (DOR), the vendor must provide "Vendor No Tax Due" certificate issued by DOR prior to award. By providing the "Vendor No Tax Due" certificate, the vendor is verifying the vendor is either registered to collect sales and/or use tax in Missouri or is not making retail sales of tangible personal property or providing taxable services in Missouri.

The DOR will issue the "Vendor No Tax Due" certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.

**How To Obtain A Vendor No Tax Due Certificate**

A "Vendor No Tax Due" certificate can be obtained from the Missouri Department of Revenue when a business pays all of its sales/use tax in full, up to date, does not have a sales tax delinquency or does not sell tangible personal property at retail in Missouri.

If taxes are due, depending on the payment history of the business, a cashier's check or money order may be required for payment before a "Vendor No Tax Due" certificate can be issued.

A "Vendor No Tax Due" certificate can be obtained by completing and submitting the Request For Tax Clearance, Form 943, to the Missouri Department of Revenue, Division of Taxation & Collection. This form is available at <http://dor.mo.gov/forms/943.pdf>. Make sure to select the appropriate "Reason for Request" on page 2 of the form.

For assistance, call (573) 751-9268 or e-mail [taxclearance@dor.mo.gov](mailto:taxclearance@dor.mo.gov). Additional information regarding section 34.040.7, RSMo, is available on the Department of Revenue's website at <http://dor.mo.gov/business/sales>.

NOTE: Make sure to request a "Vendor No Tax Due" certificate as there are other similar tax clearance forms that do not meet this verification requirement. The steps to obtain a "Vendor No Tax Due" certificate is outlined at <https://dor.mo.gov/taxation/business/tax-types/sales-use/hb600.html>.

**Instructions:** The vendor should complete the information below regarding their "Vendor No Tax Due" status.

**"Vendor No Tax Due" Certificate is Included with the Response (Yes/No)**

Yes ☐ No ☐

**If the "Vendor No Tax Due" Certificate is Not Included, Identify Date Vendor Requested Certificate From DOR**

Date: \_\_/\_\_/\_\_\_\_ (MM/DD/YYYY)

**BUSINESS COMPLIANCE EXHIBIT I,  
REGISTRATION OF BUSINESS NAME WITH THE MISSOURI SECRETARY OF STATE**

In accordance with section 351.572, RSMo, the vendor must be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

In order to verify the vendor is properly registered with the Missouri Secretary of State, the vendor must either be  
1) properly registered with the Missouri Secretary of State at time of bid submission or prior to contract award or  
2) must identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

NOTE: For any questions regarding Secretary of State Registration, vendors should go to <https://www.sos.mo.gov/business/startBusiness.asp> or call 866-223-6535, Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Time, excluding state holidays.

**Missouri Secretary of State Registration Verification**

**Registration Verification Instructions:** If the vendor's business is already registered, the vendor should complete the table below with the vendor's business name and the charter number assigned to the vendor's business.

**Information on registering with Missouri Secretary of State:** If the vendor's business is not yet properly registered with the Missouri Secretary of State, the vendor should refer to the Missouri Business Portal at <https://openforbiz.mo.gov/> for additional information.

Business Name	
Charter Number	
Proof of Good Standing Status Included	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Proof of Good Standing Not Included, Indicate the Date Vendor Requested Document from Missouri Secretary of State	Date: __/__/____ (MM/DD/YYYY)

**Exemptions**

**Exemption Instructions:** If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo, the vendor should identify the specific section of 351.572 RSMo, which supports the exemption by placing a checkmark in the appropriate box in the "Indicate if Exemption is Applicable" column in the table below. In addition, the vendor should provide documentation supporting an exemption, if applicable.

Section 351.572 RSMo Subsection 2. Exemption Description	Indicate if Exemption is Applicable (Check the appropriate box)
(1) Maintaining, Defending, or Settling any Proceeding	<input type="checkbox"/>
(2) Holding Meetings of the Board of Directors or Shareholders or Carrying on Other Activities Concerning Internal Corporate Affairs	<input type="checkbox"/>
(3) Maintaining Bank Accounts	<input type="checkbox"/>
(4) Maintaining Offices or Agencies for the Transfer, Exchange, and Registration of the Corporation's Own Securities or Maintaining Trustees or Depositories with Respect to those Securities	<input type="checkbox"/>
(5) Creating or Acquiring Indebtedness, Mortgages, and Security Interests in Real or Personal Property	<input type="checkbox"/>
(6) Securing or Collecting Debts or Enforcing Mortgages and Security Interests in Property Securing the Debts	<input type="checkbox"/>
(7) Conducting an Isolated Transaction that is Completed Within Thirty Days and that is Not One in the Course of Repeated Transactions of a Like Nature	<input type="checkbox"/>
(8) Transacting Business in Interstate Commerce	<input type="checkbox"/>
Other – Provide Description of Exemption (List of Exemptions Above is Not Exhaustive)	<input type="checkbox"/>



**BUSINESS COMPLIANCE EXHIBIT J,  
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>BOX A:</b> | To be completed by a non-business entity as defined below.  |
| <b>BOX B:</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="https://www.e-verify.gov/">https://www.e-verify.gov/</a> . |
| <b>BOX C:</b> | To be completed by a business entity who has current work authorization documentation on file with a Missouri 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**” must include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” must 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**” must 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, 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.

*(Complete Box A if you are a non-business entity as defined above)*

**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 this RFQ 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

**BUSINESS COMPLIANCE EXHIBIT J,  
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF  
WORK AUTHORIZATION - CONTINUED**

*(Complete Box B 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: <https://www.e-verify.gov/>; 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 must 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.

**BUSINESS COMPLIANCE EXHIBIT J,  
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF  
WORK AUTHORIZATION - 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)

\_\_\_\_\_  
*Signature of Notary* \_\_\_\_\_  
*Date*

**BUSINESS COMPLIANCE EXHIBIT J,  
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF  
WORK AUTHORIZATION - CONTINUED**

*(Complete Box C 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 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** to Which Previous E-Verify Documentation Submitted:

\_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

**FOR STATE OF MISSOURI USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Procurement Analyst

\_\_\_\_\_  
Date

**BUSINESS COMPLIANCE EXHIBIT K, SERVICES OUTSIDE THE UNITED STATES**

Pursuant to [Executive Order 04-09](#) subparagraph 4, no department must award a contract to a vendor who contemplates performing work (or having a subcontractor perform work) pursuant to the contract at a site outside of the United States, unless one of the exceptions identified below are met. This document must be satisfactorily completed prior to an award of a contract.

Therefore, the vendor must disclose whether services proposed would be performed at a location outside of the United States and provide details in the space below or on an attached page. If vendor does not complete the table below, the vendor is committing to complete all work in the United States for the duration of the contract.

Will any of the services proposed by the vendor (or a proposed subcontractor) be performed at sites outside the United States? <u>If the answer is "yes", then provide the information below.</u> If the answer is "no", then the vendor does not need to complete the rest of this exhibit.		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Identify the <b>name of the vendor and/or proposed subcontractor(s)</b> that would be performing services at a site outside the United States.			
Describe the <b>services proposed to be performed</b> at sites outside the United States.			
Identify <b>where the services would be performed</b> at sites outside the United States.			
Identify when ( <b>specific timeframe</b> ) in the life of the contract the services would be performed at sites outside the United States.			
Identify <b>why the services need to be performed</b> at sites outside the United States.			
Identify whether the proposed services meet at least one of the conditions described in section 4, subparagraphs a, b, c, and d of Executive Order 04-09 and how the exception(s) is met. If the answer is "yes" and exemption applies, then provide the information below.		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Mark the appropriate exemption below, and provide the requested details: (a) <input type="checkbox"/> Unique good or service that is deemed mandatory pursuant to the requirements herein and has no comparable domestically provided good or service that can adequately duplicate the unique features provided by the vendor or its subcontractor. • EXPLAIN HOW THE GOOD OR SERVICE IS UNIQUE: _____ (b) <input type="checkbox"/> Foreign firm hired to market Missouri services/products to a foreign country. • IDENTIFY THE APPLICABLE RFQ PARAGRAPHS HEREIN: _____ (c) <input type="checkbox"/> A significant or substantial economic cost factor exists that outweighs the economic impact of providing the function or professional services within the United States, and such failure in using the vendor or subcontractor's services would result in economic hardship to the state. • EXPLAIN HOW: _____ (d) <input type="checkbox"/> 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 services being performed at sites outside the United States identified above:     %			

**BUSINESS COMPLIANCE EXHIBIT L, EMPLOYEE/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. The information must be provided prior to the award of a contract.

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:	_____ %

**BUSINESS COMPLIANCE EXHIBIT M, PROPOSED SUBCONTRACTORS/WORKING SUPERVISOR/CONTRACTOR'S CONTACT PERSON**

**Proposed Subcontractors** - The vendor must identify any subcontractor(s) proposed to provide any of the services required herein.

Proposed Subcontractor Name and Address	Service Proposed to be Provided by the Proposed Subcontractor

**Proposed Working Supervisor/Contractor's Contact Person:**

- 1) The Vendor must indicate their ability to meet the requirements specified in paragraph 2.2.2 by placing a check mark in the appropriate box.
- 2) Proposed Working Supervisor/Contractor Contact Person- The vendor must indicate below their main contact person's name, contact information, and location within 30 miles of the Simpson Building at 709 Missouri Boulevard, Jefferson City, Missouri.

Meets minimum requirement of providing a working supervisor/contact person who resides within 30 miles of the building(s) referenced within this RFQ.	Place mark in appropriate box below for either Yes or No	
	Yes	No

Working Supervisor/Contact Person's Name	Contact Information	Location
	Phone Number:	
	Email:	

**ATTACHMENT #1, Cleaning Checklist**

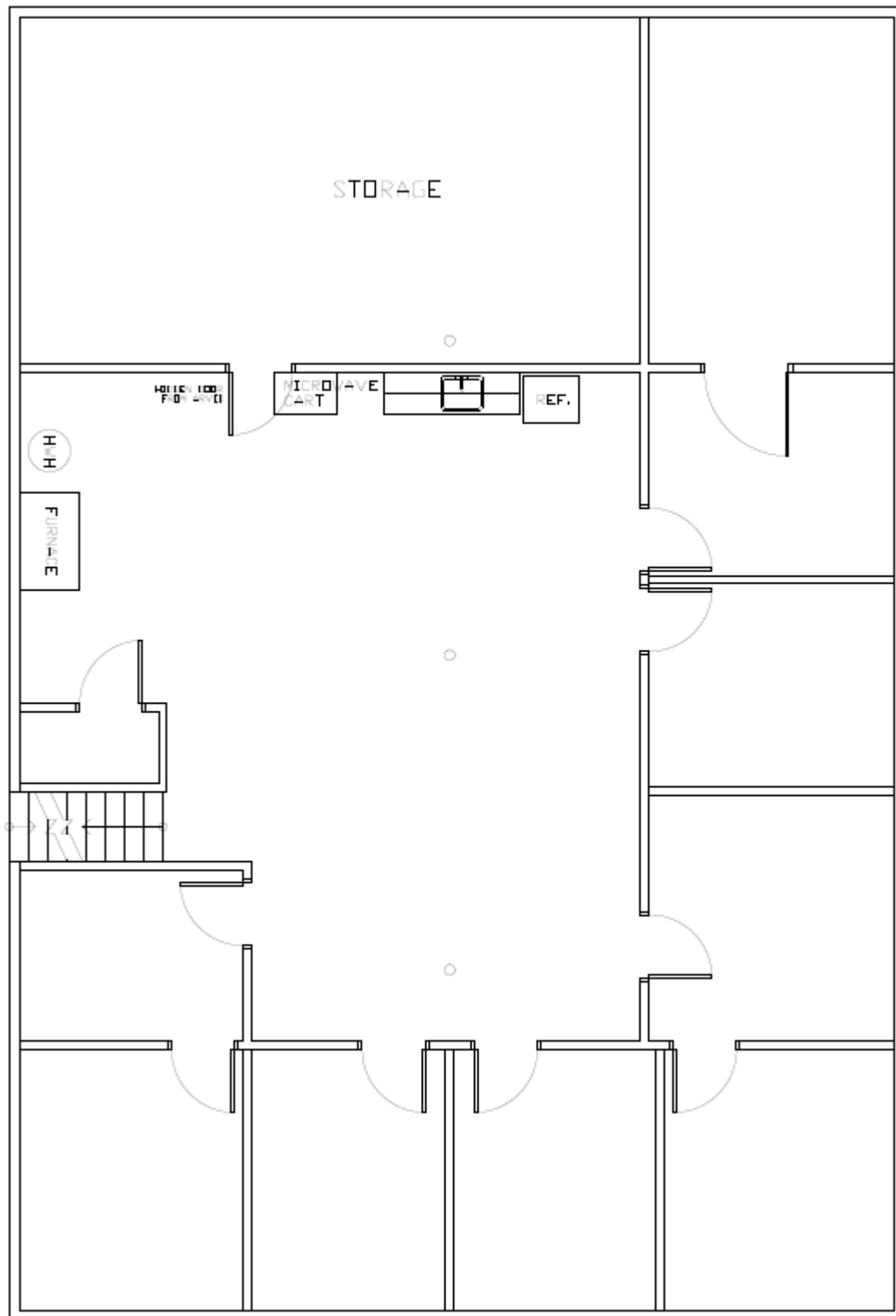
<b>Daily Requirements</b>	
<b>Trash:</b>	
1. Empty office area waste/trash containers and deposit the trash into appropriate waste disposal containers. When soiled, wash waste/trash containers and replace plastic liners.	
2. Empty and clean (inside and out) all restroom, break rooms, coffee bars, and lobby waste/trash containers and disposals; change liners. Replace all sanitary napkin receptacle liners.	
3. If recycle bins are utilized, remove full recycle bins to designated pick-up location (dock), and replace with empty recycle bins.	
4. Remove all trash and sweep sidewalks for ten feet (10') from all entrances/exits of the building.	
<b>Glass Surfaces:</b>	
1. Entrance and Exit Doors - Clean both sides of interior and exterior door glass, clean door glass frames and accompanying glass panels including transoms (inside and outside), removing all fingerprints and dirt.	
2. Spot clean all glass surfaces within in the interior of the occupied space.	
<b>Floors:</b>	
1. Thoroughly vacuum all carpet from wall to wall, including all entrance and exit rugs/mats, clerical areas, mailroom, copier areas and heavily trafficked areas to remove all debris.	
2. Thoroughly sweep all hard surface floors, including the entryway, airlocks, reception area, stairs, landings and dock area, to give a clean and satisfactory appearance.	
3. Thoroughly damp mop all hard surfaces excluding wood floors, including, but not limited to, floors, stairs, and landings as needed, to give a clean and satisfactory appearance.	
4. Wet mop all breakroom and restroom floors using a disinfectant.	
5. During periods of inclement weather, use a carpet extractor or wet/dry vacuum to remove moisture from carpeted foyers and entrance matting as needed or requested by the state agency.	
6. During periods of inclement weather, machine scrub all hard surface floors, and remove sand, soot, and salts from the building vestibules. After the inclement weather ends, wash and scrub exterior plazas or entrances, as directed by the state agency.	
7. Spot clean all carpet as spots appear.	
<b>Restrooms:</b>	
1. Clean, disinfect and remove all mineral deposits of the interior and exterior of toilet bowls and seats, urinals, hand basins and faucets, counter tops, showers, all dispensers and the walls around these fixtures.	
2. Clean all restroom mirrors, bright work, chrome pipes, and fittings.	
3. Clean and disinfect sides and tops of restroom stall partitions, doors, doorframes, push plates (all sides), doorknobs and light switches.	
4. Restock restroom dispensers to normal limits (soap, toilet tissue, paper towels, toilet seat covers).	
<b>Kitchens/Breakrooms:</b>	
1. Clean and disinfect all kitchens and break rooms including, sinks, faucets, tables, countertops, sides, tops and fronts of microwaves and refrigerators.	
<b>Lactation Rooms – When Applicable:</b>	
1. Clean and disinfect all tables, countertops, sides, tops and fronts of microwaves and refrigerators.	
2. Spot clean to remove any stains or spots on chairs, couches and carpet.	
3. Empty waste/trash containers and deposit the trash into appropriate waste disposal containers. When soiled, wash waste/trash containers and replace plastic liners.	
<b>Miscellaneous:</b>	
1. Remove cobwebs from all ceilings, doors, and corners within the building.	
2. Clean, disinfect, and remove mineral deposits on all drinking fountains and sink faucets.	
3. Clean all interior doors and doorframes.	
4. Clean conference tables using a damp treated cloth.	
5. Clean and disinfect all plastic chairs.	
6. Clean and disinfect all conference and lobby telephones.	
7. Brush and spot clean fabric furniture.	



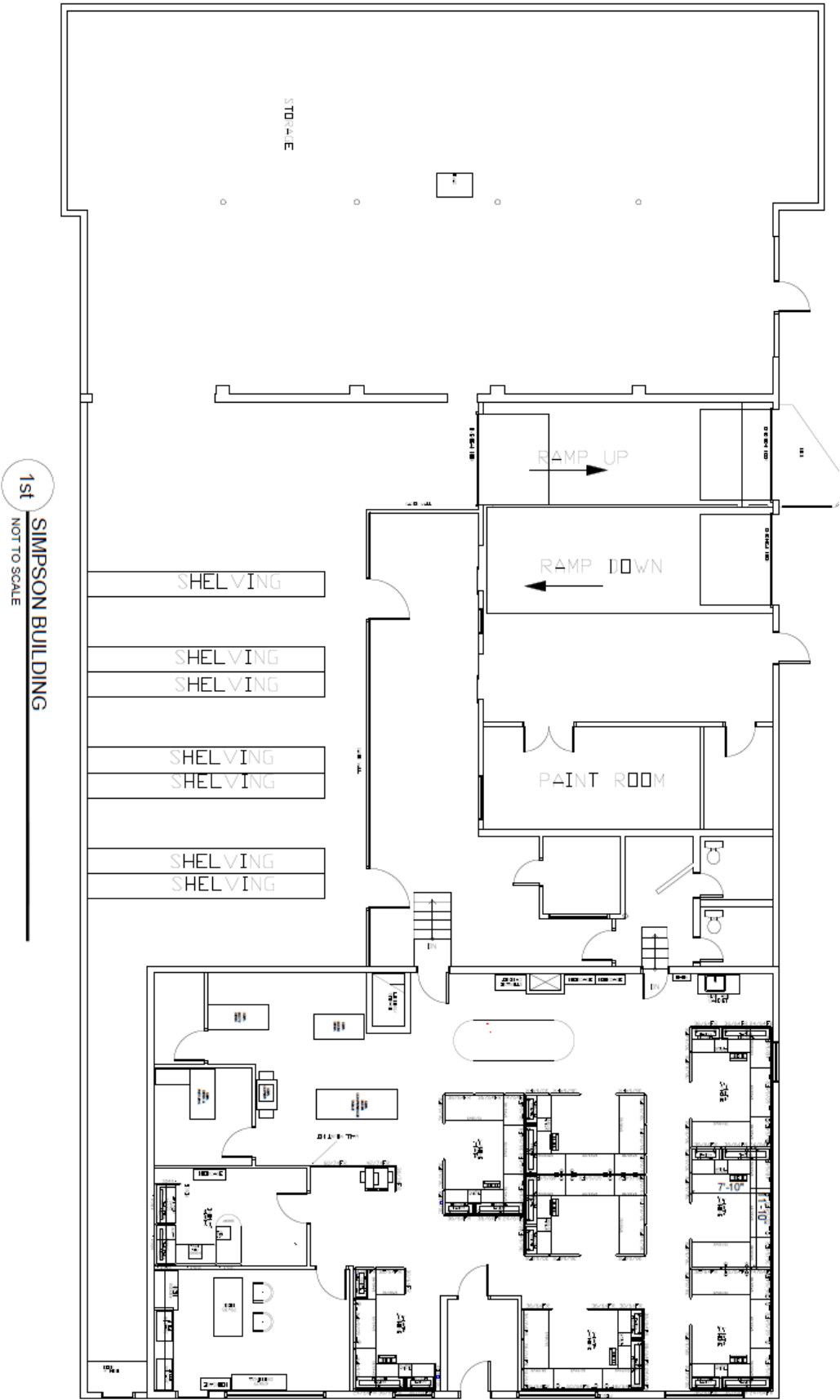
8. Sift sand and remove cigarette butts from all smoking receptacles outside the building(s). Replace sand to maintain adequate levels or when it becomes discolored.	
9. Remove all trash and sweep sidewalks ten (10) feet from all entrances/exits of the building(s)	
10. Address any and all related and conditional janitorial cleaning issues which may arise as a result of accidental spilling of any office materials or supplies and substandard, deficient or incomplete services.	
11. Report any and all damage found.	
12. Secure all doors as requested by the state agency	
<b>Weekly Requirements</b>	
<b>Trash:</b>	
1. Thoroughly wash, clean, and disinfect all wastebaskets, as needed.	
2. Remove all trash and debris adjacent to the outside perimeter of the building(s).	
3. Wash trash carts.	
<b>Restrooms:</b>	
1. Thoroughly clean toilet bowl plunger holders.	
2. Clean air diffusers.	
<b>Miscellaneous:</b>	
1. Pour five (5) gallons of water down each floor drain.	
2. Clean the tops, fronts, and sides of all vending machines.	
3. Clean light switches and doorknobs.	
4. Using a damp treated cloth, wipe all flat surfaces including, but not limited to, file cabinets, bookshelves, coat racks, windowsills, handrails, tops of partitions, etc.	
<b>Monthly Requirements</b>	
<b>Floors:</b>	
1. Damp mop and thoroughly machine scrub all finished floor areas, removing all scuffs and black marks. Then high-speed buff or burnish all finished floors (VCT), excluding hard wood floors.	
<b>Glass Surfaces:</b>	
1. Clean all glass surfaces within the interior of the occupied space, excluding both sides of exterior windows.	
2. Clean both sides of all office partition glass.	
<b>Miscellaneous:</b>	
1. Clean light fixtures to remove insects, dirt, etc., in and on the fixtures.	
2. Clean/dust all venetian/vertical and mini blinds.	
3. Dust painted and vinyl walls to ceiling height.	
4. Clean/vacuum all vents and air diffusers and registers (supply and return).	
5. Clean all baseboards.	
6. Clean door hinges and closures.	
<b>Semi-Annual Requirements</b>	
1. Perform deep carpet cleaning on all carpet and resolve problem areas as requested by the state agency.	
2. Thoroughly machine scrub and clean all ceramic floor areas including grout.	
3. As directed by the state agency, either strip and refinish with five (5) coats of skid-proof wax to all finished floors or thoroughly machine scrub all finished floor areas removing all scuffs and black marks and apply two (2) coats of skid-proof wax to all finished floors.	
4. Dust all pipes and ductwork within a 12-foot height from the floor.	

**ATTACHMENT #2, Floor Plan – Simpson Building at 709 Missouri Boulevard, Jefferson City, MO**

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ATTACHMENT #2, Floor Plan – Simpson Building at 709 Missouri Boulevard, Jefferson City, MO



***ATTACHMENT #2, Floor Plan – Simpson Building at 709 Missouri Boulevard, Jefferson City, MO***

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***ATTACHMENT #3, Daily Log & Sign In/Sign Out – Simpson Building at 709 Missouri Boulevard, Jefferson City, MO***

[illegible]