

**STATE OF MISSOURI**

**OFFICE OF ADMINISTRATION**

**DIVISION OF PURCHASING (PURCHASING)**

**REQUEST FOR PROPOSAL (RFP)**

**SOLICITATION/OPPORTUNITY (OPP) NO.: RFPS30034901600483 REQ NO.: NR 314 332016AW062**

**TITLE: Janitorial Services – Joplin, MO BUYER: Jason Kolks**

**ISSUE DATE: 2/16/16 PHONE NO.: (573) 522-1620**

**E-MAIL: jason.kolks@oa.mo.gov**

**//RETURN PROPOSAL NO LATER THAN: 3/17/16 AT 2:00 PM CENTRAL TIME (END DATE)**

**VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH** [**HTTPS://MISSOURIBUYS.MO.GOV**](HTTPS://MISSOURIBUYS.MO.GOV) **BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)**

**MAILING INSTRUCTIONS:** Print or type **Solicitation/OPP Number** and **End Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing office (301 W High Street, Room 630) by the return date and time.

**(U.S. Mail) (Courier Service)**

**RETURN PROPOSAL TO: PURCHASING or PURCHASING**

**PO BOX 809 301 WEST HIGH STREET, RM 630**

**JEFFERSON CITY MO 65102**-**0809** **JEFFERSON CITY MO 65101-1517**

**CONTRACT PERIOD: June 1, 2016 through May 31, 2017**

**DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:**

|  |  |
| --- | --- |
| **DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:** | **STATE AGENCY’S NAME AND ADDRESS:** |
| 601 Commercial  Joplin, MO | Office of Administration  Division of Facilities Management, Design & Construction  301 West High Street Room 840  Jefferson City, MO 65102 |

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 requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 10/19/15). The vendor further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri.

**SIGNATURE REQUIRED**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **DOING BUSINESS AS (DBA) NAME** | |  | | **LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.** | |
| **MAILING ADDRESS** | | **IRS FORM 1099 MAILING ADDRESS** | |
| **CITY, STATE, ZIP CODE** | | **CITY, STATE, ZIP CODE** | |
| **CONTACT PERSON** | | | **EMAIL ADDRESS** | | |
| **PHONE NUMBER** | | | **FAX NUMBER** | | |
| **TAXPAYER ID NUMBER (TIN)** | **TAXPAYER ID (TIN) TYPE (CHECK ONE)**  \_\_\_ FEIN \_\_\_ SSN | | | | **VENDOR NUMBER (IF KNOWN)** |
| **VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)**  \_\_\_ Corporation \_\_\_ Individual \_\_\_ State/Local Government \_\_\_ Partnership \_\_\_ Sole Proprietor \_\_\_IRS Tax-Exempt | | | | | |
| **AUTHORIZED SIGNATURE** | | | **DATE** | | |
| **PRINTED NAME** | | | **TITLE** | | |

### **Instructions for Submitting a Solicitation Response**

### The Division of Purchasing is now posting all of its bid solicitation documents on the new MissouriBUYS Bid Board (<https://www.missouribuys.mo.gov>). MissouriBUYS is the State of Missouri’s web-based statewide eProcurement system which is powered by WebProcure, through our partner, Perfect Commerce.

### For all bid solicitations, vendors now have the option of submitting their solicitation response either as an electronic response or as a hard copy response. As a means to save vendors the expense of submitting a hard copy response and to provide vendors both the ease and the timeliness of responding from a computer, vendors are encouraged to submit an electronic response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at <https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf>. (This document is also on the Bid Board referenced above.)

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#### **ELECTRONIC RESPONSES:** To respond electronically to a solicitation, the vendor must first register with MissouriBUYS by going to the MissouriBUYS Home Page (<https://missouribuys.mo.gov>), clicking the “Register” button at the top of the page, and completing the Vendor Registration. Once registered the vendor accesses their account by clicking the “Login” button at the top of the MissouriBUYS Home Page. After locating the desired solicitation on the Bid Board, at a minimum, the vendor must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the vendor should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Vendors should upload their completed response to these downloaded documents (including exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response.  Step-by-step instructions for how a registered vendor responds to a solicitation electronically are available on the MissouriBUYS system at:  <https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf>. Any such electronic submissions must be received prior to the specified end date and time.

##### Vendors are encouraged to submit their entire proposal electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic solicitation response, a vendor may submit the exhibits, forms, pricing, etc. through mail or courier service.  However, any such submission must be received prior to the solicitation’s specified end date and time.  Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents submitted through mail or courier service.

##### In the event a registered vendor electronically submits a solicitation response and also mails hard copy documents that are not identical, the vendor should explain which response is valid for the state's consideration.  In the absence of such explanation, the state reserves the right to evaluate and award the response which serves its best interest.

#### **HARD COPY RESPONSES:** When responding with a hard copy response, any such submission must be received prior to the specified end date and time.  Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.

#### **End of Instructions for Submitting Solicitation Response**

# introduction and general information

## Introduction:

### This document constitutes a request for competitive, sealed proposals for the provision of janitorial services for a state-leased building located in Joplin, MO as set forth herein.

### Organization - This document, referred to as an Request for Proposal (RFP), is divided into the following parts:

##### Introduction and General Information

##### Contractual Requirements

##### Proposal Submission Information

##### Pricing Page

##### Exhibits A - I

##### Attachment 1-3

##### Terms and Conditions

## Tour of Building:

### A tour of the buildings identified herein will be held on Wednesday, March 10, 2016beginning promptly at 10:00 a.m. The tour will begin at the building located at 601 Commercial, Joplin, MO.

### The purpose of the tour is to provide vendors with the opportunity to inspect, examine, and assess the building and to determine any existing conditions and factors of the building that may affect the performance of the services required herein.

### A record of those vendors attending the tour will be maintained for verification purposes. The vendor shall be responsible for ensuring their attendance at the tour is documented.

### **VENDORS SHALL NOT BE PERMITTED TO SCHEDULE A TOUR AT A DIFFERENT TIME OR DATE NOR SHALL THE VENDORS BE ALLOWED TO COMMUNICATE WITH THE TENANTS OF THE BUILDING OR THE DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION OTHER THAN DURING THE TOUR**.

### All questions regarding the Request for Proposal and/or the competitive procurement process **must** be directed to Jason Kolks of the Division of Purchasing at (573) 522-1620 or [jason.kolks@oa.mo.gov](mailto:jason.kolks@oa.mo.gov).

### Vendors are strongly encouraged to advise the Division of Purchasing, at least five (5) days prior to the scheduled tour of the building, of any special accommodations needed for disabled personnel who will be attending the tour so that these accommodations can be made.

## Background Information:

### Currently, the State of Missouri leases the following building in Joplin, MO.

#### The building located at 601 Commercial, Joplin, Missouri consists of offices of the Department of Social Services. The building is occupied by approximately 50 employees. The building is approximately 24,715 total square feet.

### The current contract for janitorial services in Joplin, MO expired December 31, 2015. A copy of the contract can be viewed and printed from the Division of Purchasing’s Awarded Bid & Contract Document Search Systemlocated on the Internet at: [http://oa.mo.gov/purchasing](http://oa.mo.gov/purchasing-materials-management/). In addition, all proposal and evaluation documentation leading to the award of that contract may also be viewed and printed from the Division of Purchasing’s Awarded Bid & Contract Document Search System. Please reference the Bid number B3E13069 or the contract number C313069001 when searching for these documents.

# CONTRACTUAL REQUIREMENTS

## General Requirements:

### The contractor shall provide janitorial services for the state-leased building located at 601 Commercial Joplin, MO for the Office of Administration, Division of Facilities Management, Design & Construction, (hereinafter referred to as the “*state agency”*), in accordance with the provisions and requirements specified herein and to the sole satisfaction of the state agency.

### The contractor shall agree and understand that the state agency may add or delete buildings located in Joplin, MO area at any time during the term of the contract. Any added or deleted buildings for which the contractor shall provide services shall be made by an amendment to the contract issued by the Division of Purchasing at least thirty (30) calendar days prior to the contractor beginning/discontinuing janitorial services at the additional/deleted building.

#### Immediately following receipt of the written notification of an additional building, the contractor shall notify the state agency if the contractor is not able to provide janitorial services for the identified building.

#### The contractor shall begin/discontinue providing janitorial services on the date specified by the state agency.

#### The contractor shall provide janitorial services for any additional buildings in accordance with the same terms, conditions, and pricing stated herein.

### The contractor shall provide services for those areas of the building(s) specified by the state agency.

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

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

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

## Product, Equipment, and Supply Requirements:

### 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.

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

#### 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).)

#### Vacuums must be equipped with the proper filter or bag. The filters must be changed or cleaned consistent with the manufacturer’s recommendations. Vacuum bags or canisters shall be inspected at least every two hours and changed or replaced when half full or when indicated by a bag sensor, if vacuum is so equipped.

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

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

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

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

### The contractor shall furnish supplies including plastic wastebasket liners, toilet tissue, paper towels for restrooms, liquid hand soap, disposable liners for sanitary napkin cans, sand for ash trays, blood and bodily fluid cleanup kits, and all cleaning products necessary to perform the services required herein.

#### Toilet tissue should be non-chlorine bleached, 2-ply roll, must fit the tissue dispenser installed in the building(s), and should contain a minimum 20% post-consumer recycled paper (Envision, Scott, Cascades, Green Select, or equal).

#### Paper towels should be unbleached, must be folded to fit dispensers installed in the building(s), and should contain a minimum of 40% post-consumer recycled paper (Georgia Pacific, Scott, or equal).

#### Liquid hand soap must be a good grade containing antiseptic.

#### Plastic trash can liners should be manufactured using 30% recycled materials and of good grade.

#### Blood spill and body fluid kits shall meet OSHA standards for blood borne pathogen exposure control.

### The contractor may request permission from the state agency to install product or supply dispensers; however, any product or supply dispensers to be installed shall be in accordance with state agency specifications. Any product or supply dispenser installed by the contractor shall become the property of the landlord.

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

### The contractor shall be assigned a janitorial closet(s) in the building(s) for storage of equipment and a limited quantity of the products and supplies necessary for the building(s).

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

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

## Specific Service Requirements: The contractor shall perform the following tasks in order to keep all surfaces clean and free of dust, cobwebs, spots, spills, scuffs, other debris, etc. The contractor shall perform the listed tasks between the hours of 6:00 p.m. and 12:00 a.m., Monday through Friday, excluding state holidays, unless other days or times are approved by the lead tenant contact person. However, if any area of any building is occupied by the Department of Social Services, Child Support Enforcement, the contractor must perform the listed tasks between the hours of 7:30 a.m. and 5:00 p.m. for the area of the building occupied by Child Support Enforcement. However, if the Child Support Enforcement indicates to the contractor that the performance of a particular task would be disruptive to the Child Support Enforcement staff (e.g. stripping of floors, carpet cleaning), the contractor shall perform the task at another time and date mutually acceptable to the contractor and the Child Support Enforcement.

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

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

#### Empty all wastebaskets and deposit the trash into appropriate waste disposal containers. Replace plastic liners as needed.

#### Clean all kitchen and break rooms including washing and disinfecting all hard surfaces. Clean and disinfect sinks.

#### Clean and disinfect drinking fountains.

#### Clean toilet bowls and seats, urinals, hand basins, counter tops, showers, and the walls around these fixtures.

#### Clean all restroom mirrors, bright work, chrome pipes, and fittings.

#### Thoroughly sweep all hard surface floors (including dock area) to give a clean appearance.

#### Wet mop all break room and restroom floors using a disinfectant.

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

#### Empty and clean (inside and out) all restroom, break rooms, coffee bars, and lobby trash containers and disposals; change liners daily. Replace all sanitary napkin receptacle liners.

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

#### Wash all conference and break room tables as needed.

#### Sift sand and remove cigarette butts from all smoking receptacles outside the building(s). Replace sand when it becomes discolored.

#### Remove full recycle bins to designated pick-up areas and replace with empty recycle bins.

#### Clean janitorial closets after completion of the daily tasks and before exiting the building(s).

#### Report any and all damage found.

#### Address any and all related and conditional miscellaneous janitorial cleaning duties which may arise as a result of accidental spilling of any office materials or supplies.

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

#### Thoroughly wash, clean, and disinfect all wastebaskets, as needed.

#### Thoroughly vacuum all carpet, including all entrance and exit rugs/mats. As stains appear, spot clean the carpet.

#### Thoroughly wet mop all hard surface floors (as needed) to give a clean and satisfactory appearance.

#### When necessary, replace contractor-provided rugs/mats.

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

#### Remove all trash and debris from the outside perimeter of the building(s), including parking lot(s). Sweep sidewalks ten feet (10’) from all entrances/exits.

#### Pour five (5) gallons of water down each floor drain.

### MONTHLY REQUIREMENTS**:** The contractor shall perform the following tasks one (1) time per month, within the first ten (10) consecutive work days of each month.

#### Damp mop and high-speed buff or burnish all hard surface floors.

#### Dust all flat surfaces including, but not limited to, file cabinets, conference tables and stands, bookshelves, coat racks, window sills, hand rails, cubicle partition tops and bases, etc.

#### Clean and disinfect all walls, baseboards, doors, frames, partition surfaces, light switches when required, light fixtures, as needed, to remove insects, dirt, etc., in an on the fixtures, and remove cobwebs from all ceilings, doors and corners within the building(s).

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

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

#### Clean/vacuum all vents and air diffusers (supply and return).

### SEMI-ANNUAL REQUIREMENTS: The contractor must perform the task listed below every six months. However, depending on the effective date of the contract and the condition of the building(s), the state agency may waive the requirement for performing the following task.

#### Thoroughly machine scrub all finished floor areas removing all scuffs and black marks.  Apply two (2) coats of skid-proof wax floor finish to all finished floors as directed by the state agency.

##### By no later than six (6) months after performing annual requirement 2.3.5 a., the contractor shall complete the first semi-annual task. .

##### The contractor shall schedule the second occurrence of the semi-annual task as directed by the state agency.

### ANNUAL REQUIREMENTS: The contractor shall perform the tasks listed below one (1) time per year, within the first ninety (90) days of the effective date of the contract. However, depending on the effective date of the contract and the condition of the building(s), the state agency may waive the requirement for performing the following task for the first six months of the original contract period only.

#### Strip and refinish all finished floors. Apply five (5) coats of skid proof wax.

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

## Supplemental Service Requirements: The contractor shall perform any of the following supplemental services at the request of state agency and/or state agency building tenant(s) that occupy the building(s). The decision as to when a supplemental service is required shall rest solely with the state agency building tenant.

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

##### 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 building tenant.

##### If the contractor can provide the needed supplemental task, the state agency building tenant must document the reasons for obtaining the supplemental services from an outside company.

### Interior Windows and Other Interior Glass Surfaces – The contractor shall clean interior windows and other interior glass surfaces as directed by the state agency building tenant.

### Exterior Windows – The contractor shall thoroughly wash all exterior windows, including frames and mullions, as directed by the state agency building tenant to maintain a satisfactory appearance.

### Hard Surface Floors – The contractor shall strip and refinish all hard surface floors with five (5) coats of skid-proof wax as directed by the state agency building tenant.

### Deep Carpet Cleaning and Water Extraction Services – The contractor shall perform deep carpet cleaning or water extraction services as directed by the state agency building tenant. Such deep carpet cleaning services shall be in addition to the carpet cleaning required elsewhere herein.

### Fabric Furniture – The contractor shall brush and spot clean fabric furniture as directed by the state agency building tenant.

### Cubicle Partitions – The contractor shall clean/vacuum cloth cubicle partitions as directed by the state agency building tenant.

### Construction Clean-up – Due to construction, there is often a need for additional cleaning in construction areas. Therefore, the contractor shall provide one time construction clean-up and/or on-going construction clean-up as determined necessary and as instructed by the state agency building tenant.

### Final Clean-up – In the event that leased space is being vacated or a lease is being terminated by the state agency, the contractor shall 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-up shall include spot cleaning of carpets and may require stripping and waxing of hard surface floors as directed by the state agency building tenant.

### Additional Janitorial Personnel – The contractor shall provide janitorial personnel on an as needed, if needed basis as requested by the state agency. As requested by the state agency, such janitorial personnel shall provide janitorial-related services, other the services required herein, and which are not considered a Supplemental Service.

### Additional Paper Towels or Napkins – The contractor shall, at the request of the state agency building tenant, provide and stock paper towels or napkins not previously required herein for use in areas available exclusively to state agency building tenants. The contractor shall be accompanied by a tenant agency employee while stocking any additional paper towels or napkins. The additional paper towels shall be of the same quality and specifications as required herein.

### The contractor must complete the Supplemental Services Checklist (**Attachment #1**) at the completion of each supplemental service task. The contractor shall maintain a copy of the Supplemental Services Checklist in a location easily accessible to the state agency to review.

## Personnel Requirements:

### Working Supervisor - The contractor shall provide a Working Supervisor who shall be considered part of the “*Team cleaning*” crew, located on-site. The Working Supervisor must have at least two (2) years of recent experience in directing cleaning type operations in a supervisory capacity. At a minimum, the contractor’s Working Supervisor shall:

#### Must be on-site a minimum of twenty-percent (20%) of the scheduled cleaning time per day.

#### Supervise all the contractor’s personnel providing janitorial services.

#### Inspect services performed each day and assure that all requirements are completed satisfactorily and acceptable to the state agency standards.

#### Train and assign duties for the contractor’s personnel as necessary.

#### Work with and maintain a positive working relationship with the state agency’s staff, the tenants of the building(s), and the general public.

#### Complete the Cleaning Checklist (Attachment #1) at the completion of each cleaning task. The contractor shall provide the cleaning checklist with invoices and store in a location easily accessible to the state agency to review.

#### Ensure that the reports are submitted as required and as needed.

#### Contact the state agency’s housekeeper on a daily basis regarding problems and other directions.

#### Meet with the building tenants, according to a schedule approved by the state agency and the building tenants, to discuss janitorial issues.

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

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

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

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

#### By no later than ten (10) business days after the state agency authorizes the contractor to proceed with services, the contractor shall provide the state agency and lead tenant contact person with the name, address, and telephone number for the contractor contact person.

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

### The contractor shall perform the requirements specified herein using “*team cleaning*”. “*Team cleaning*”, as used herein shall be defined as cleaning in which the contractor’s personnel are assigned to individual tasks such as dusting, emptying trash, or vacuuming for all areas as opposed to assigning one (1) person general cleaning tasks for an assigned area.

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

### The contractor must ensure that each of the contractor’s assigned personnel are reasonably dressed and groomed and be neat and clean while on site, are wearing an article of clothing identifying the contractor, and have a visible picture identification badge at all times.

#### The article of clothing must clearly exhibit the contract company’s name.

#### The badge shall have the person’s name, photograph, and the contractor’s company name on the face of the badge. The contractor shall provide and maintain the badge in good repair.

#### 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.

#### The contractor’s personnel will not be allowed to work in the state agency building without such badge.

#### Prior to the contractor’s personnel reporting to the building for the first time, the contractor shall submit a clear photocopy of all personnel badges to the Office of Administration, Division of Facilities Management, Design and Construction as specified below prior to the personnel.

Amber Willis AND Lynda Pauley

Contract Specialist II Executive I

#### [Amber.willis@oa.mo.gov](mailto:Amber.willis@oa.mo.gov) [Lynda.pauley@oa.mo.gov](mailto:%20%20%20%20%20Lynda.pauley@oa.mo.gov)

#### The contractor shall be considered in non-compliance of the contract and the state agency may deduct $25.00 from the monthly invoice if the contractor’s personnel are observed working in the building without a proper ID tag.

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

### The contractor and/or the contractor’s personnel must complete the Cleaning Checklist (**Attachment #2**) at the completion of each cleaning task. The contractor shall maintain a copy of the Cleaning Checklist in a location easily accessible to the state agency to review.

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

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

## Security Requirements:

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

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

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

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

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

### **Security Clearance -** The contractor and each of the contractor’s personnel assigned to the contract must have the following Phase One and Phase Two security clearance process completed and approved by the state agency in order to provide service under the contract. By no later than twenty (20) days after the notification of award, or prior to the beginning date of the contract, whichever is earlier, and prior to assignment of any new person to provide services under the contract, the contractor shall submit the required documents to:.

Amber Willis AND Lynda Pauley

Contract Specialist II Executive I

#### [Amber.willis@oa.mo.gov](mailto:Amber.willis@oa.mo.gov) [Lynda.pauley@oa.mo.gov](mailto:%20%20%20%20%20Lynda.pauley@oa.mo.gov)

#### **Phase One** - A completed Authorization for Release of Information/Confidentiality Oath Form (Attachment #3) individually signed by the contractor and each person assigned to the building(s) including personnel assigned to perform tasks that occur on a less frequent basis (e.g. stripping and refinishing hard surface floors, deep cleaning of carpets). In addition, the contractor must list all of the buildings each person is assigned.

#### **Phase Two -** A completed fingerprint-based record’s check for open records check from the Missouri State Highway Patrol for each person assigned to the building(s),

1. All individuals who are assigned to the building(s) must obtain fingerprints from a local law enforcement agency. The fingerprint results must accompany a completed Request for Criminal Record Check form and submitted by mail to the address on the form. Upon the Notice of Award, the contractor will receive the Request for Criminal Record Check form from the Office of Administration, Division of Facilities Management.
2. For further information on how to obtain fingerprint-based criminal records check, go to the Missouri State Highway Patrol’s website at: <http://www.mshp.dps.missouri.gov/MSHPWeb/PatrolDivisions/CRID/crimRecChk.html> and click on the “Informational Page” link.

#### In the event the contractor fails to comply with the Security Clearance Requirements within the timeframes specified above, the contractor may be in breach of contractor and subject to the remedies thereto which may include cancellation of the contract.

### The state agency and/or lead tenant contact person shall have the right to deny access to the building or to request replacement of any of the contractor’s personnel for any reason. Unless the situation regarding the contractor’s assigned personnel requires immediate replacement, the contractor shall be allowed at least fourteen (14) days after notification to replace unsatisfactory personnel.

### The contractor shall submit a written notification of removal of personnel from the contractor’s personnel listing and changes in building assignments for personnel. The contractor shall submit the written notification by email to:

Amber Willis AND Lynda Pauley

Contract Specialist II Executive I

#### [Amber.willis@oa.mo.gov](mailto:Amber.willis@oa.mo.gov) [Lynda.pauley@oa.mo.gov](mailto:Lynda.pauley@oa.mo.gov)

### The contractor and each of the contractor’s personnel assigned to the contract must have a security clearance approved by the state agency in order to provide service under the contract. The contractor must obtain each of the required security clearances from the State Highway Patrol.

### The contractor and each of the contractor’s personnel assigned to the contract must have a security clearance approved by the state agency in order to provide service under the contract. The contractor must obtain each of the required security clearances from the State Highway Patrol.

#### By no later than twenty (20) days after the notification of award, or prior to the beginning date of the contract, whichever is earlier, and prior to assignment of any new person to provide services under the contract, the contractor shall provide the state agency with a completed *Authorization for Release of Information* (**Attachment #3**) individually signed by the contractor and each person assigned to the building.

#### By no later than twenty (20) days after the notification of award, or prior to the beginning date of the contract, whichever is earlier, and prior to the assignment of any new person to provide services under the contract, the contractor must obtain a national fingerprint-based record’s check from the Missouri State Highway Patrol for each person assigned to the building.

##### The contractor shall forward a copy of all results of the national fingerprint-based record’s check from the Missouri State Highway Patrol to the state agency and a copy to Division of Facilities Management, Design and Construction, Leased – Janitorial Information, 301 W. High Street, Room 730, PO Box 809, Jefferson City, MO 65102.

##### An informational brochure on how to obtain a national fingerprint-based record’s check is available on the Missouri Highway Patrol’s website at: [www.mshp.dps.mo.gov](http://www.mshp.dps.mo.gov) and clicking on the “Programs/Services” link at the top of the page, then clicking “Background Checks/MOVECHS”.

#### In the event the contractor fails to submit (1) the *Authorization of Release of Information* form and (2) the national fingerprint-based record’s check to the state agency within twenty (20) days after the notification of award, the contractor shall be considered in breach of contract and subject to the available remedies including contract cancellation.

#### The state agency and/or lead tenant contact person shall have the right to deny access to the building(s) to any of the contractor’s personnel for any reason.

## Reporting Requirements:

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

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

## Invoicing and Payment Requirements:

### Prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at [https://MissouriBUYS.mo.gov](https://missouribuys.mo.gov/).

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

#### The contractor must submit invoices on the contractor’s original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri’s EFT addendum record to enable the contractor to properly apply the state agency’s payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri’s central accounting system (SAM II) on the Vendor Services Portal at:

#### <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

### Invoicing - The contractor shall submit a monthly invoice for services actually provided for the state agency at the address stated below. The contractor’s invoice must identify the building(s) cleaned, the number of square feet of the building cleaned, the firm, fixed per square foot, per month price as stated on the Pricing Page, the contract number, and the dates of service.

Office of Administration

Division of Facilities Management, Design & Construction

For Lease #04900162

301 W. High St., Rm. 730

P.O. Box 809

Jefferson City, MO 65101

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

#### If a partial month of service is provided, the firm, fixed per square foot, per month price shall be divided by the total number of work days in that particular month to obtain a per square foot, per day price. The per square foot, per day price shall be, multiplied by the number of days in that particular month for which service was provided, rounded to the nearest cent.

#### If any of the Supplemental Services as specified herein were requested and performed during the monthly invoice period, the contractor shall be paid the firm, fixed price specified on the Pricing Page for the type of Supplemental Service performed. The contractor shall be paid for the Supplemental Service by the state agency Building Tenant State Department/Division requesting such supplemental services.

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

## Contractual Compliance and Liquidated Damages:

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

### Contract Monitoring - The contractor shall agree and understand that the cleanliness, safety, security, and sanitary conditions of the building(s) are of utmost concern to the state agency. Therefore, the state agency and/or lead tenant contact person shall monitor the building(s) on an ongoing basis and shall occasionally inspect the building(s) throughout the effective period of the contract to ensure the cleanliness, safety, security, and sanitary conditions of the building(s) and the contractor’s compliance with the terms and conditions of the contract.

#### Minor Infractions - If at any time during the effective period of the contract, the state agency and/or lead tenant contact person has concerns related to the performance of services by the contractor or the contractor’s personnel, or the contractor’s performance does not meet the requirements stated herein, or the contractor’s services are not to the satisfaction of the state agency or are otherwise substandard, deficient, or incomplete, the state agency and/or lead tenant contact person shall provide written notification to the contractor of such substandard, deficient, or incomplete services. The contractor shall agree and understand that if such substandard, deficient, or incomplete services do not jeopardize the overall cleanliness, safety, security, and sanitary conditions of the building(s), as determined by the state agency, such substandard, deficient, or incomplete services shall be considered a minor infraction of the terms and conditions of the contract. Within 24 hours following such written notification, the contractor shall provide a written response to the state agency and/or lead tenant contact person addressing the contractor’s approach to resolving the substandard, deficient, or incomplete services and the contractor’s approach to ensure that such substandard, deficient, or incomplete services do not continue. The contractor must correct the problem within a reasonable period of time, as determined by the state agency, following the state agency and/or lead tenant contact person’s written notification.

#### The contractor shall agree and understand that if the contractor continues to provide substandard, deficient, or incomplete services, despite the notifications provided to the contractor by the state agency and/or lead tenant contact person, the State of Missouri shall consider such substandard, deficient, or incomplete services to be a significant infraction of the terms and conditions of the contract, as described below, rather than a minor infraction.

#### Significant Infractions -

##### In the event the state agency and/or lead tenant contact person has concerns related to the overall cleanliness, safety, security, and/or sanitary conditions of the building(s) as a result of substandard, deficient, or incomplete services provided by the contractor, the Division of Purchasing shall consider these substandard, deficient, or incomplete services as a significant infraction of the terms and conditions of the contract and shall notify the contractor of the substandard, deficient, or incomplete services. Among other substandard, deficient, or incomplete services, the state agency considers the contractor’s (1) failure to maintain up-to-date and accurate security clearances, (2) failure to clean and disinfect the restrooms in the building(s), (3) failure to maintain the security of the building(s), (4) failure of the contractor’s personnel to show-up to provide the required services, and (5) failure of the contractor contact person to participate in the walk-through when requested by the state agency as a significant infraction of the terms and conditions of the contract. The Division of Purchasing shall provide the contractor with the opportunity to cure these contractual breach issues, if appropriate.

##### The contractor shall respond to the Division of Purchasing’s notification and shall address the contractor’s approach to resolving the substandard, deficient, or incomplete services and the contractor’s approach to ensure that such substandard, deficient, or incomplete services do not continue.

##### If the contractor fails to resolve the breach issue or if the contractor continues to provide substandard, deficient, or incomplete services, the Division of Purchasing may cancel the contract, as described in the Cancellation of Contract provisions included within the attached Terms and Conditions. Additionally, the contractor may be subject to other remedies available to the State of Missouri, including the assessment of liquidated damages, as described below.

##### However, the contractor shall agree and understand that due to the seriousness of the substandard, deficient, or incomplete services, the Division of Purchasing shall have the right to cancel the contract immediately without providing the contractor the opportunity to remedy the breach.

#### The contractor shall understand and agree that the State of Missouri shall be the final judge as to what constitutes a substandard, deficient, or incomplete service, and the determination as to what constitutes a minor infraction and a significant infraction, and other performance concern as stated herein. Any such determination by the State of Missouri shall be final and without recourse.

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

#### For each incident in which the contractor fails to perform any Quarterly, Semi-Annual, or Annual task required herein, or performs a Quarterly, Semi-Annual, or Annual task in a substandard, deficient, or incomplete manner as determined by the state agency, the state agency shall have the right to assess liquidated damages in the amount of $250 for a building with less than 5,000 cleanable square feet, $400 for a building with between 5,000 and 10,000 cleanable square feet; and $550 for a building in excess of 10,000 cleanable square feet. The state agency may assess liquidated damages for each day the task was required to be performed until the task is performed and approved.

#### The state agency shall have the right to assess liquidated damages in the amount of $50.00 for each written notification of a minor infraction sent to the contractor. Additionally, the state agency shall have the right to assess liquidated damages in the amount of $100.00 for each written notification of a significant infraction sent to the contractor from the Division of Purchasing.

#### If contract personnel are observed working on the state agency premises without an article of clothing clearly identifying the company’s name and a badge, the state agency may assess liquidated damages in the amount of $25.00 per person.

#### In the event the contractor fails to respond to the state agency, lead tenant contact person, or the Division of Purchasing’s notification of substandard, deficient, or incomplete services or in the event the contractor fails to correct the problem within a reasonable period of time, the contractor shall be assessed liquidated damages in accordance with one or more of the following calculations:

##### If the state agency hires an outside/private company to correct the substandard, deficient, or incomplete service, the contractor shall be responsible for the total cost charged by such company to perform the service.

##### If the state agency uses State of Missouri personnel or resources to correct the substandard, deficient, or incomplete service, the contractor shall be responsible for the actual costs incurred by the State of Missouri. Such actual costs shall be calculated by the per hour price of the state personnel who performed the service and shall include material costs, etc.

##### For each day the contractor fails to respond to the state agency, the lead tenant contact person, or the Division of Purchasing’s notification of substandard, deficient, or incomplete service, the state agency may assess liquidated damages in the amount of $10.00 per day until a response is received.

#### For each day that a required report, document, or notification is late, the state agency may assess liquidated damages in the amount of $10.00 per day until such report, document, or notification is received. Such liquidated damages shall apply to each of the following:

##### Security Clearance documentation

##### Task Schedule Notice

##### Daily Log

##### Material Safety Data Sheets

#### In the event of any breakage, damage, theft, or loss of the equipment, supplies, materials, or other items in the building(s) through negligence or other inappropriate actions of the contractor or the contractor’s personnel while working on the building’s premises, the contractor shall pay damages to the state agency in the actual amount of such loss.

#### The contractor shall also agree and understand that such liquidated damages shall either be deducted from the contractor’s invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of the state agency.

#### The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.

#### The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.

## Other Contractual Requirements:

### Contract - A binding contract shall consist of: (1) the RFP, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor’s proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing’s acceptance of the proposal by “notice of award”. All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

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

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

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

### Contract Period - The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

### Renewal Periods - If the option for renewal is exercised by the Division of Purchasing, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.

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

#### In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor’s pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

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

### Transition:

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

#### 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. Such assistance shall include completion of all Daily Requirements on the last effective day of the contract including restocking of all dispensers to normal limits.

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

#### 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.

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

#### Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

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

#### In the event any insurance coverage is canceled, the state agency must be notified at least thirty (30) calendar days prior to such cancelation.

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

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

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

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

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

##### The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.

##### 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.

### Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop, Service-Disabled Veteran Business Enterprise (SDVE), and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor’s awarded proposal.

#### The contractor shall prepare and submit to the Division of Purchasing a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops, SDVEs, and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing.

#### The Division of Purchasing will monitor the contractor’s compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor’s awarded proposal. The Division of Purchasing in conjunction with the Office of Equal Opportunity (OEO) will monitor the contractor’s compliance in meeting the MBE/WBE participation levels committed to in the contractor’s awarded proposal. If the contractor’s payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

#### If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor’s awarded proposal.

##### The contractor must obtain the written approval of the Division of Purchasing for any new entities. This approval shall not be arbitrarily withheld.

##### If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing detailing all efforts made to secure a replacement. The Division of Purchasing shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor’s participation commitment.

#### No later than 30 days after the effective date of the first renewal period, the contractor must submit an affidavit to the Division of Purchasing. 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 Division of Purchasing’s website at [http://oa.mo.gov/sites/default/files/bswaffidavit.doc](http://content.oa.mo.gov/sites/default/files/bswaffidavit.doc) or another affidavit providing the same information.

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

### Authorized Personnel:

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

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

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

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

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

##### Provide to the Division of Purchasing the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company’s/individual’s enrollment and participation in the E-Verify federal work authorization program; AND

##### Submit to the Division of Purchasing a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

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

### Contractor Status - The contractor is an independent contractor and shall not represent the contractor or the contractor’s employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

### Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing throughout the effective period of the contract.

### Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

### Confidentiality:

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

#### The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor’s performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.

#### If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

### Contractor Equipment Use:

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

# proposal SUBMISSION INFORMATION

## Submission of Proposals:

### On-line Proposal - If a registered vendor is responding electronically through the MissouriBUYS System website, in addition to completing the on-line pricing, the registered vendor should submit completed exhibits, forms, and other information concerning the proposal as an attachment to the electronic proposal. The registered vendor is instructed to review the RFP 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 System website at: <https://missouribuys.mo.gov/bidboard.html>.

#### The exhibits, forms, and Pricing Pages provided herein can be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the MissouriBUYS System website. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any electronic attachments.

#### In addition, a registered vendor may submit the exhibits, forms, Pricing Pages, etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.

#### If a registered vendor submits an electronic and hard copy proposal response and if such responses are not identical, the vendor should explain which response is valid. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest.

### Hard Copy Proposal - If the vendor is submitting a proposal via the mail or a courier service or is hand delivering the proposal, the vendor should include completed exhibits, forms, and other information concerning the proposal (including completed Pricing Page(s) with the proposal. The vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

#### Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the vendor is requested to print the proposal double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted in a notebook or binder.

#### The vendor should include one (1) additional copy along with their original proposal. The front cover of the original proposal should be labeled “original” and the front cover of the copy should be labeled “copy”. In case of a discrepancy between the original proposal and the copies, the original proposal shall govern.

### Open Records - Pursuant to section 610.021, RSMo, the vendor’s proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Division of Purchasing imaging system.

#### The scanned information will be available for viewing through the Internet from the Division of Purchasing Awarded Bid & Contract Document Search system. Therefore, the vendor is advised not to include any information in the proposal that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers.

#### In preparing a proposal, the vendor should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.

### To facilitate the evaluation process, the vendor is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The vendor is cautioned that it is the vendor’s sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The vendor’s failure to submit such information may cause an adverse impact on the evaluation of the proposal.

#### The proposal should be page numbered and should have an index and/or table of contents referencing the appropriate page number(s).

#### The signed page one from the original RFP and all signed addendums should be placed at the beginning of the proposal.

#### Each section should be titled with each individual evaluation category and all material related to that category should be included therein.

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

#### The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9816.

#### Only those questions which necessitate a change to the RFP will be addressed via an addendum to the RFP. Written records of the questions and answers will not be maintained. Vendors are advised that any questions received less than ten calendar days prior to the RFP opening date may not be addressed.

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

## Competitive Negotiation of Proposals - The vendor is advised that under the provisions of this Request for Proposal, the Division of Purchasing reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

### Negotiations may be conducted in person, in writing, or by telephone.

### Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All vendors involved in the negotiation process will be invited to submit a best and final offer.

### Terms, conditions, prices, methodology, or other features of the vendor’s proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the vendor may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

### The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing determines that a change in such requirements is in the best interest of the State of Missouri.

## Evaluation and Award Process:

### After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below. The contract shall be awarded to the lowest and best proposal.

|  |  |
| --- | --- |
| **Evaluation Criteria Scoring Category** | **Maximum Points** |
| Cost | 120 points |
| Vendor’s Experience and Reliability and Expertise of Contractor Contact Person and Method of Performance | 70 points |
| MBE/WBE Participation | 10 points |
| **TOTAL** | **200 points** |
| **Evaluation Criteria Scoring Category** | **Maximum Points** |

### After an initial screening process, a question and answer conference or interview may be conducted with the vendor, if deemed necessary by the Division of Purchasing. In addition, the vendor may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the vendor's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing.

## Evaluation of Cost:

### Pricing – The vendor must provide pricing as required on the Pricing Page.

### Objective Evaluation of Cost – The objective evaluation of cost shall be based on the total annual costs for the original contract period and each potential renewal period for Janitorial Services and Supplemental Services using the prices stated on the Pricing Page and the annual quantities listed below:

#### Janitorial Services – The total annual cost for Janitorial Services shall be determined based on the per square foot, per month prices stated on the Pricing Page for 24,715 total cleanable square footage for the 601 Commercial location.

#### Supplemental Services - The total annual cost for Supplemental Services shall be determined based on the prices stated on the Pricing Page and the following annual figures:

* Interior window cleaning of twenty-five (25) linear feet of interior windows or other glass surface
* Exterior window cleaning of twenty-five (25) linear feet of exterior glass surface.
* Hard Surface Floor Cleaning - Stripping and refinishing of 500 square feet of hard surface flooring
* Deep carpet cleaning and water extraction services of 500 square feet of carpet
* Brush and spot cleaning of two (2) pieces of fabric furniture
* Clean and vacuum ten (10) cloth cubicle partitions
* Final clean up of 2,500 square feet
* One-time construction clean-up of 2,500 square feet
* On-going construction clean-up of 2,500 square feet
* Additional janitorial personnel for five (5) hours
* Two (2) cases of paper towel rolls for use in kitchenette, galley, or break rooms
* Two (2) cases of tri-fold paper towel for use in kitchenette, galley, or break rooms

#### The evaluation of cost will include the original contract period and any potential renewal periods.

#### Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Lowest Responsive Vendor’s Price | X | Maximum Cost Evaluation points (100) | = | Assigned Cost Points |
| Compared Vendor’s Price |

#### The vendor shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect either actual or anticipated usage.

## Evaluation of Vendor’s Experience and Reliability and Expertise of Personnel and Method of Performance:

### Experience and reliability of the vendor’s organization will be considered subjectively in the evaluation process. Therefore, the vendor is advised to submit information concerning the vendor’s organization and information documenting the vendor’s experience in past performances, especially those performances related to the requirements of this RFP. If the vendor is proposing an entity other than the vendor to perform the required services, the vendor should also submit the information requested for such proposed subcontractor.

#### Vendor Information - The vendor should provide information about the vendor’s organization on Exhibit A.

#### Experience - The vendor should provide documentation of at least three (3) different janitorial service/contracts each for an office building similar to the buildings required herein.  The information may be shown on Exhibit B or in a similar manner.

##### As part of the evaluation process, the State of Missouri may contact the vendor’s references, including references not listed or identified within the vendor’s proposal but who have current or previous experiences with the vendor, to verify and confirm successful experience.

##### The vendor should not have any experience of unsuccessful performance, including any breach, from the State of Missouri or any entity within the past three (3) years.  The vendor should submit the documentation with the vendor’s proposal.  However, if the vendor fails to submit any of the documents with the proposal, the State of Missouri reserves the right to request the documentation form the vendor.  If requested, the vendor should submit the documentation by the deadline stated by the Division of Purchasing.

### The qualifications of the personnel proposed by the vendor to perform the requirements of this RFP, whether from the vendor’s organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the vendor should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

#### Personnel Expertise - The vendor should provide the information requested on Exhibit C for each key person proposed to provide the services required herein.

##### The information provided should be structured to emphasize relevant qualifications and experience of the personnel in completing contracts/performing services of a similar size and scope to the requirements of this RFP.

##### The information submitted should clearly identify previous experience of the person in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and whether the person is proposed for the same services for the State of Missouri.

#### Personnel Qualifications - If personnel are not yet hired, the vendor should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

### Evaluation of Method of Performance - Proposals will be subjectively evaluated based on the vendor’s plan for performing the requirements of the RFP. Therefore, the vendor should present information which demonstrates the method or manner in which the vendor proposes to satisfy these requirements and which confirms the vendor’s ability to satisfy the requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

#### Description of Proposed Services - Exhibit D is provided for the vendor’s use in providing information about the proposed method of performance. In addition, each paragraph within the Contractual Requirements should be addressed by providing a description of how, when, by whom, with what, to what degree, why, and where the requirement will be satisfied and otherwise detailing the vendor’s understanding of the requirements and ability and methodology to successfully perform. When responding to the appropriate provisions in the Contractual Requirements, the vendor should identify the paragraph or subparagraph number and then provide the additional elaboration describing the vendor’s plans for performing or meeting the requirement.

#### Budget/Price Analysis - The vendor should provide a budget or price analysis for per square foot, per month price for janitorial services as stated on the Pricing Page. Exhibit E is attached for the purpose of reflecting the vendor’s breakdown of the quoted price and should be shown in sufficient detail to demonstrate those factors affecting the price such as staffing patterns and proposed hours, etc.

##### The Budget/Price Analysis is a breakdown of the per square foot, per month price for janitorial services quoted on the Pricing Page.

##### In the event of a discrepancy between the vendor’s price breakdown and the Pricing Page, the Pricing Page shall govern.

## Evaluation of Vendor's Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation:

### In order for the Division of Purchasing (Purchasing) to meet the provisions of Executive Order 05-30, the vendor should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.

#### These targets can be met by a qualified MBE/WBE vendor themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.

#### The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the vendor’s obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

#### In order to be considered as meeting these targets, the MBE/WBEs must be “qualified” by the proposal opening date (date the proposal is due). (See below for a definition of a qualified MBE/WBE.)

### The vendor’s proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:

#### If Participation Meets Target: Vendors proposing MBE and WBE participation percentages that meet the State of Missouri’s target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.

#### If Participation Exceeds Target: Vendors proposing MBE and WBE participation percentages that exceed the State of Missouri’s target participation shall be assigned the same MBE/WBE Participation evaluation points as those meeting the State of Missouri’s target participation percentages stated above.

#### If Participation Below Target: Vendors proposing MBE and WBE participation percentages that are lower than the State of Missouri’s target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.

#### If No Participation: Vendors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.

### MBE/WBE Participation evaluation points shall be assigned using the following formula:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Vendor’s Proposed MBE % < 10% + WBE % < 5%State’s Target MBE % (10) + WBE % (5) | X | Maximum MBE/WBE Participation Evaluation points (10) | = | Assigned MBE/WBE Participation points |

### If the vendor is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the vendor must provide the following information with the proposal.

#### Participation Commitment - If the vendor is proposing MBE/WBE participation, the vendor must complete Exhibit F, Participation Commitment, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the vendor submitting the proposal is a qualified MBE and/or WBE, the vendor must include the vendor in the appropriate table on the Participation Commitment Form.

#### Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit G, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO). If the vendor submitting the proposal is a qualified MBE and/or WBE, the vendor is not required to complete Exhibit G, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

### Commitment – If the vendor’s proposal is awarded, the percentage level of MBE/WBE participation committed to by the vendor on Exhibit F, Participation Commitment, shall be interpreted as a contractual requirement.

### Definition -- Qualified MBE/WBE:

#### In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.

#### MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.

#### Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

### Resources - A listing of several resources that are available to assist vendors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Equal Opportunity (OEO) at:

Office of Administration, Office of Equal Opportunity (OEO)

Harry S Truman Bldg., Room 630, P.O. Box 809, Jefferson City, MO 65102-0809

Phone: (877) 259-2963 or (573) 751-8130

Fax: (573) 522-8078

Web site: <http://oeo.mo.gov>

## Miscellaneous Submittal Information:

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

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

##### The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of $5,000 or 2% of the total dollar value of the contract for purchases not exceeding $10 million.

##### The services performed or the products provided by an organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the vendor’s obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

##### If the vendor is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the vendor must provide the following information with the proposal:

##### Participation Commitment - The vendor must complete Exhibit F, Participation Commitment, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the vendor submitting the proposal is an organization for the blind or sheltered workshop, the vendor must be listed in the appropriate table on the Participation Commitment Form.

##### Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit G, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

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

#### A list of Missouri sheltered workshops can be found at the following Internet address:

<http://dese.mo.gov/special-education/sheltered-workshops/directories>

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

<http://www.lhbindustries.com>

<http://www.alphapointe.org>

#### Commitment – If the vendor’s proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the vendor on Exhibit F, Participation Commitment, shall be interpreted as a contractual requirement.

### Service-Disabled Veteran Business Enterprises (SDVEs) – Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing (Purchasing) 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). A three (3) point bonus preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified SDVE.

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

##### The vendor must either be an SDVE or must be proposing to utilize an SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.

##### The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE are utilized, to any extent, in the vendor’s obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

##### In order to receive evaluation consideration for participation by an SDVE, the vendor must provide the following information with the proposal:

##### Participation Commitment - The vendor must complete Exhibit F, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the vendor submitting the proposal is a qualified SDVE, the vendor must be listed in the appropriate table on the Participation Commitment Form.

##### Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit G, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the SDVE or a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) must include the SDV Documents described below as evidence that the SDVE is qualified, as defined herein.

* Service-Disabled Veteran (SDV) Documents - If a participating organization is an SDVE, unless previously submitted within the past five (5) years to the Purchasing, the vendor **must** provide the following Service-Disabled Veteran (SDV) documents:
* a copy of the SDV’s award letter from the Department of Veterans Affairs or a copy of the SDV’s discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); and
* a copy of the SDV’s documentation certifying disability by the appropriate federal agency responsible for the administration of veterans’ affairs.

NOTE:

1. If the vendor submitting the proposal is a qualified SDVE, the vendor must include the SDV Documents as evidence that the vendor qualifies as an SDVE. However, the vendor is not required to complete Exhibit G, Documentation of Intent to Participate Form or provide a recently dated letter of intent.
2. If the SDVE and SDV are listed on the following Internet address, the vendor is not required to provide the SDV Documents listed above.

<http://content.oa.mo.gov/sites/default/files/sdvelisting.pdf>

#### Commitment – If awarded a contract, the SDVE participation committed to by the vendor on Exhibit F, Participation Commitment, shall be interpreted as a contractual requirement.

#### Definition - Qualified SDVE:

##### SDVE is 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;

##### SDVE has 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;

##### SDVE has the management and daily business operations controlled by one (1) or more SDVs;

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

##### SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

### Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the vendor meets the section 285.525, RSMo, definition of a “business entity” (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), 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 H, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit H must be submitted prior to an award of a contract.

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

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

#### Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>

#### Certificate of authority to transact business/certificate of good standing (if applicable)

#### Taxes (e.g., city/county/state/federal)

#### State and local certifications (e.g., professions/occupations/activities)

#### Licenses and permits (e.g., city/county license, sales permits)

#### Insurance (e.g., worker’s compensation/unemployment compensation)

The vendor should refer to the Missouri Business Portal at [http://business.mo.gov](http://business.mo.gov/) for additional information.

# PRICING PAGE

## Janitorial Services – The vendor shall provide a firm, fixed per square foot, per month price for the original contract period and a maximum per square foot, per month price for each potential renewal period for providing janitorial services at the building listed below, in accordance with the provisions and requirements specified herein. All costs associated with providing the Janitorial Services, excluding Supplemental Services, shall be included in the stated prices. (UNSPSC Code 76111501)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Line Item** | **Description** | **Original Contract Period**  **Firm, Fixed Price**  ***Per Square Foot, Per Month*** | **First Renewal Period**  **Maximum Price**  ***Per Square Foot, Per Month*** | **Second Renewal Period**  **Maximum Price**  ***Per Square Foot, Per Month*** |
| **1** | 601 Commercial, Joplin, MO | $\_\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_ | $\_\_\_\_\_\_\_\_\_\_\_ |

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

| **Line Item** | **Description** | **Original Contract Period**  **Firm, Fixed Price** | **First Renewal Period**  **Maximum Price** | **Second Renewal Period**  **Maximum Price** |
| --- | --- | --- | --- | --- |
| **2** | Interior Window Cleaning and Other Interior Glass Surfaces | $\_\_\_\_\_\_\_\_\_\_\_  per linear foot | $\_\_\_\_\_\_\_\_\_\_\_  per linear foot | $\_\_\_\_\_\_\_\_\_\_\_  per linear foot |
| **3** | Exterior Window Cleaning | $\_\_\_\_\_\_\_\_\_\_\_  per linear foot | $\_\_\_\_\_\_\_\_\_\_\_  per linear foot | $\_\_\_\_\_\_\_\_\_\_\_  per linear foot |
| **4** | Hard Surface Floor Cleaning - Stripping and Refinishing | $\_\_\_\_\_\_\_\_\_\_\_  per square foot | $\_\_\_\_\_\_\_\_\_\_\_  per square foot | $\_\_\_\_\_\_\_\_\_\_\_  per square foot |
| **5** | Deep Carpet Cleaning and  Water Extraction Services | $\_\_\_\_\_\_\_\_\_\_\_  per square foot | $\_\_\_\_\_\_\_\_\_\_\_  per square foot | $\_\_\_\_\_\_\_\_\_\_\_  per square foot |
| **6** | Brushing and Spot Cleaning of Fabric Furniture | $\_\_\_\_\_\_\_\_\_\_\_  per piece | $\_\_\_\_\_\_\_\_\_\_\_  per piece | $\_\_\_\_\_\_\_\_\_\_\_  per piece |
| **7** | Cleaning and Vacuuming of Cloth Cubicle Partitions | $\_\_\_\_\_\_\_\_\_\_\_  per partition | $\_\_\_\_\_\_\_\_\_\_\_  per partition | $\_\_\_\_\_\_\_\_\_\_\_  per partition |
| **8** | Final Clean-Up | $\_\_\_\_\_\_\_\_\_\_\_  per square foot | $\_\_\_\_\_\_\_\_\_\_\_  per square foot | $\_\_\_\_\_\_\_\_\_\_\_  per square foot |
| **9** | One time Construction Clean-up | $\_\_\_\_\_\_\_\_\_\_\_  per square foot | $\_\_\_\_\_\_\_\_\_\_\_  per square foot | $\_\_\_\_\_\_\_\_\_\_\_  per square foot |
| **10** | Ongoing Construction Clean-up | $\_\_\_\_\_\_\_\_\_\_\_  per square foot | $\_\_\_\_\_\_\_\_\_\_\_  per square foot | $\_\_\_\_\_\_\_\_\_\_\_  per square foot |
| **11** | Additional Personnel | $\_\_\_\_\_\_\_\_\_\_\_  per person, per hour | $\_\_\_\_\_\_\_\_\_\_\_  per person, per hour | $\_\_\_\_\_\_\_\_\_\_\_  per person, per hour |
| **12** | Additional Paper Towel Rolls | $\_\_\_\_\_\_\_\_\_\_\_  per case  (minimum of 6 rolls per case) | $\_\_\_\_\_\_\_\_\_\_\_  per case  (minimum of 6 rolls per case) | $\_\_\_\_\_\_\_\_\_\_\_  per case  (minimum of 6 rolls per case) |
| **13** | Additional Tri-Fold Paper Towels | $\_\_\_\_\_\_\_\_\_\_\_  per case  (minimum of 6 rolls per case) | $\_\_\_\_\_\_\_\_\_\_\_  per case  (minimum of 6 rolls per case) | $\_\_\_\_\_\_\_\_\_\_\_  per case  (minimum of 6 rolls per case) |

# EXHIBIT\_A

**VENDOR INFORMATION**

#### The vendor should provide the following information about the vendor’s organization:

#### Provide a brief company history, including the founding date and number of years in business as currently constituted.

#### The vendor should identify all of the buildings for which the vendor is currently or has provided janitorial services within the past three (3) years, the type of buildings, dates of the services provided, the total square footage of the area cleaned, and if Deep Carpet Cleaning and/or Hard Surface Floor Stripping and Refinishing was provided.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Building** | **Type of Building**  **(e.g. Office Building, Warehouse, School)** | **Date of Services Provided** | **Square Footage** | **Deep Carpet Cleaning**  **(Yes or No)** | **Hard Surface Floor Stripping and Refinishing**  **(Yes or No)** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
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|  |  |  |  |  |  |
|  |  |  |  |  |  |

#### c. List, identify, and provide reasons for each contract/client gained and lost in the past three (3) years.

**EXHIBIT B**

**CURRENT/PRIOR EXPERIENCE**

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

|  |  |
| --- | --- |
| **Vendor Name or Subcontractor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | |
| **Reference Information (Current/Prior Services Performed For):** | |
| Name and Address of Reference Company: |  |
| Name, Title, Telephone Number, and Email Address of Reference Contact Person: |  |
| Dates of Service: |  |
| If contract has terminated, specify reason: |  |
| Annual Dollar Value of Services |  |
| Description of the Building (e.g. office bldg, warehouse, doctor’s office, etc.) and Number of People Occupying the Building |  |
| 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 Performed, Including   * Whether the Vendor Provided the Cleaning Equipment/Supplies and Chemicals * Whether the Vendor Performed the Carpet Cleaning * Whether a Day Porter/Matron was Provided |  |

\*NOTE: Vendor should provide at least three (3) different janitorial references for an office building similar to the buildings required herein.

**EXHIBIT C**

**EXPERTISE OF CONTRACTOR CONTACT PERSON**

(Copy and complete this table for each key person proposed**)**

| **Title of Position: Contractor Contact Person** | |
| --- | --- |
| **Name of Person**: |  |
| Educational Degree (s): include college or university, major, and dates |  |
| License(s)/Certification(s), #(s), expiration date(s), if applicable: |  |
| Specialized Training Completed on equipment and any knowledge of chemical use. |  |
| # of years experience in area of service proposed to provide: |  |
| Describe person’s relationship to vendor. If employee, # of years. If subcontractor, describe other/past working relationships |  |
| Describe this person’s responsibilities over the past 12 months. |  |
| Previous employer(s), positions, and dates |  |
| Identify specific information about experience in: | Clearly identify the experience, provide dates, describe the person’s role and extent of involvement in the experience |
| * Advisory Role |  |
| * Cleaning Office Buildings |  |
| * Developing Janitorial Timelines |  |

**Staffing Methodology**

|  |  |
| --- | --- |
| Describe the person’s planned duties/role proposed herein: |  |
| Specify the approximate number of hours per month this person is proposed for services identified herein. |  |
| Describe availability during daytime hours |  |

**EXHIBIT D**

**METHOD OF PERFORMANCE**

The vendor should use this Exhibit, or any format desired, to present a written plan for performing the requirements specified in this Request for Proposal.

|  |  |
| --- | --- |
| **Equipment, Products and Supplies** | |
| Identify the type and quantity of equipment that will be utilized in the performance of the services |  |
| Identify the products and supplies that will be utilized in the performance of the services. Specify if the products/supplies are environmentally friendly. |  |
| **Quality Assurance** | |
| Identify Staff Responsible for Quality Checks |  |
| Identify the frequency of Quality Checks |  |
| Identify the timeframe for responding to issues (including response to emergencies and how issues will be cured). |  |
| **Vendor and Contractor Contact Person Location** | |
| Identify the vendor’s office location closest in proximity to the area where services are being provided |  |
| Identify the address of the contractor contact person in case of urgent issues |  |
| **Personnel Resources** | |
| Identify how the vendor plans to staff the building and the number of hours each staff member will spend providing services to ensure all requirements are met. |  |

**EXHIBIT D (continued)**

#### **The vendor should describe the following:**

#### How services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.

#### How training of employees on equipment and chemical usage will be performed.

#### Total Personnel Resources - The vednor should provide information that documents the depth of resources to ensure completion of all requirements on time and in accordance with the contract.

#### **Economic Impact to Missouri - The vendor should respond to the following:**

#### Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.

#### Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

#### Provide a description of the company’s economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

**EXHIBIT E**

|  |
| --- |
| The vendor should complete the following for each building in sufficient detail for information regarding the services proposed. |

|  |  |  |  |
| --- | --- | --- | --- |
| **BUDGET & PRICE ANALYSIS** | | | |
| **Building: 601 Commercial Joplin, MO** | | | |
| **Personnel** | | | |
| Personnel Title  (e.g. each Supervisor, Day Porter/Matron, Floor Care, etc. listed separately) | Expected Time Required to complete tasks  hours per month, per person | Expected Pay  dollars per hour | Total Monthly Expenses  per person |
|  |  | $ | $ |
|  |  | $ | $ |
|  |  | $ | $ |
|  |  | $ | $ |
|  |  | $ | $ |
|  |  | $ | $ |
|  |  | $ | $ |
|  |  | $ | $ |
|  |  | $ | $ |
|  |  | $ | $ |
| **Total Personnel Expenses** | | | **$** |
| **Supplies** | | | |
| List of Supplies  (e.g. trash liners, paper products, soaps & sanitizers, sand for ash trays) | Expected Price  per type of supplies  per unit, (e.g. cases, bottles, etc.) | Expected Quantities needed  per month  in units | Total Monthly Expenses  per type of supplies |
|  | $ |  | $ |
|  | $ |  | $ |
|  | $ |  | $ |
|  | $ |  | $ |
|  | $ |  | $ |
|  | $ |  | $ |
| **Total Supplies Expenses** | | | **$** |

**EXHIBIT E (continued)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Cleaning Products, Supplies, and Materials** | | | |
| List of Cleaning Products, Supplies, and Materials  (All cleaning products necessary to perform the services required, including floor wax, stripper, glass cleaner, disinfectant, etc.) | Expected Price  per type of product  per unit,(e.g. cases, bottles, etc.) | Expected Quantities needed  per month  in units | Total Monthly Expenses  per type of product |
|  | $ |  | $ |
|  | $ |  | $ |
|  | $ |  | $ |
|  | $ |  | $ |
|  | $ |  | $ |
|  | $ |  | $ |
| **Total Cleaning Products, Supplies, and Materials Expenses** | | | **$** |
| **Miscellaneous** | | | |
| Miscellaneous Expenses  (Overhead, Profit Margin, Equipment Upkeep, Insurance, Taxes, etc.) | | | Total Monthly Misc. Expenses |
|  | | | $ |
|  | | | $ |
|  | | | $ |
|  | | | $ |
|  | | | $ |
| **Total Miscellaneous Expenses** | | | **$** |
| **MONTHLY TOTAL** | | | **$** |
| **Price per Sq Ft per Month** (monthly total/total sq. ft per building) | | | **$** |

#### **EXHIBIT F**

**PARTICIPATION COMMITMENT**

**Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment** – If the vendor is committing to participation by or if the vendor is a qualified MBE/WBE and/or organization for the blind/sheltered workshop and/or a qualified SDVE, the vendor must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the vendor’s proposal.

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the vendor must either (1) enter the participation percentage under MBE or WBE, **or** must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the tables below.

| **MBE Participation Commitment Table** | | |
| --- | --- | --- |
| (The services performed or the products provided by the listed MBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.) | | |
| **Name of Each Qualified Minority Business Enterprise (MBE) Proposed** | **Committed Percentage of Participation for Each MBE**  (% of the Actual Total Contract Value) | **Description of Products/Services to be Provided by Listed MBE**  *The vendor should also include the paragraph number(s) from the RFP which requires the product/service the MBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.* |
| 1. | % | Product/Service(s) proposed: |
| RFP Paragraph References: |
| 2. | % | Product/Service(s) proposed: |
| RFP Paragraph References: |
| 3. | % | Product/Service(s) proposed: |
| RFP Paragraph References: |
| 4. | % | Product/Service(s) proposed: |
| RFP Paragraph References: |
| **Total MBE Percentage:** | **%** |  |

#### **EXHIBIT F (continued)**

| **WBE Participation Commitment Table** | | |
| --- | --- | --- |
| (The services performed or the products provided by the listed WBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.) | | |
| **Name of Each Qualified Women Business Enterprise (WBE) proposed** | **Committed Percentage of Participation for Each WBE**  (% of the Actual Total Contract Value) | **Description of Products/Services to be Provided by Listed WBE**  *The vendor should also include the paragraph number(s) from the RFP which requires the product/service the WBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.* |
| 1. | % | Product/Service(s) proposed: |
| RFP Paragraph References: |
| 2. | % | Product/Service(s) proposed: |
| RFP Paragraph References: |
| 3. | % | Product/Service(s) proposed: |
| RFP Paragraph References: |
| 4. | % | Product/Service(s) proposed: |
| RFP Paragraph References: |
| **Total WBE Percentage:** | **%** |  |

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

#### **EXHIBIT F (continued)**

| **SDVE Participation Commitment Table** | | |
| --- | --- | --- |
| (The services performed or the products provided by the listed SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.) | | |
| **Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed** | **Committed Percentage of Participation for Each SDVE**  (% of the Actual Total Contract Value) | **Description of Products/Services to be Provided by Listed SDVE**  *The vendor should also include the paragraph number(s) from the RFP which requires the product/service the SDVE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.* |
| 1. | % | Product/Service(s) proposed: |
| RFP Paragraph References: |
| 2. | % | Product/Service(s) proposed: |
| RFP Paragraph References: |
| **Total SDVE Percentage:** | **%** |  |

**EXHIBIT G**

**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the vendor is proposing to include the participation of a Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the RFP, the vendor must either provide a recently dated letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the vendor’s proposal.

*~ 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): | | | | | | | | | | |
|  | MBE |  | WBE |  | Organization for the Blind |  | Sheltered Workshop |  | SDVE |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name of Organization: |  | | | |
| (Name of MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE) | | | | |
| Contact Name: |  | Email: |  | |
| Address (If SDVE, provide MO Address): |  | Phone #: |  | |
| City: |  | Fax #: |  | |
| State/Zip: |  | Certification # |  | |
| SDVE’s Website  Address: |  | Certification Expiration Date: | (or attach copy of certification) |
|  |  |  |  |
| Service-Disabled Veteran’s (SDV) Name: |  | SDV’s Signature: |  |

(Please Print)

**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*  *(MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)* |  | *Date*  *(Dated no earlier than the RFP issuance date)* |

**EXHIBIT G, continued**

**DOCUMENTATION OF INTENT TO PARTICIPATE**

**SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)**

If a participating organization is an SDVE, unless the Service-Disabled Veteran (SDV) documents were previously submitted within the past five (5) years to the Division of Purchasing (Purchasing), the vendor **must** provide the following SDV documents:

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

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

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

* No, I have not previously submitted the SDV documents specified above to the Purchasing and therefore have enclosed the SDV documents.
* Yes, I previously submitted the SDV documents specified above within the past five (5) years to the Purchasing.

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

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

(if applicable and known)

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **FOR STATE USE ONLY** | |  |  |  |
| SDV Documents - Verification Completed By: | |  |  |  |
|  |  |  |  |  |
|  | Buyer |  | Date |  |
|  | | | | |

**EXHIBIT H**

**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.**

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

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

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| BOX A – CURRENTLY NOT A BUSINESS ENTITY | | | | |
| I certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)  - I am a self-employed individual with no employees; **OR**  - The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.  I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under \_\_\_\_\_\_\_\_\_\_\_\_ (RFP Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing with all documentation required in Box B of this exhibit. | | | | |
|  |  |  |  |  |
|  | Authorized Representative’s Name (Please Print) |  | *Authorized Representative’s Signature* |  |
|  |  |  |  |  |
|  | Company Name (if applicable) |  | Date |  |

**EXHIBIT H, continued**

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **BOX B – CURRENT BUSINESS ENTITY STATUS** | | | | |
| I certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530. | | | | |
|  |  |  |  |  |
|  | Authorized Business Entity Representative’s Name (Please Print) |  | *Authorized Business Entity*  *Representative’s Signature* |  |
|  |  |  |  |  |
|  | Business Entity Name |  | Date |  |
|  |  |  |  |  |
|  | E-Mail Address |  |  |  |
| As a business entity, the vendor must perform/provide each of the following. The vendor should check each to verify completion/submission of all of the following:  - Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.uscis.gov/e-verify>; Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;  AND  - Provide documentation affirming said company’s/individual’s enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the vendor’s name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor’s name and the MOU signature page completed and signed, at minimum, by the vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the vendor’s name and company ID, then no additional pages of the MOU must be submitted;  AND  - Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit. | | | | |

**EXHIBIT H, 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.)***

|  |  |  |
| --- | --- | --- |
|  |  |  |
| *Authorized Representative’s Signature* |  | 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* |

**EXHIBIT H, continued**

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS** | | | | |
| I certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.   * The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the 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 State Agency** or **Public University**\* to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)  **Date** of Previous E-Verify Documentation Submission: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_\_\_\_ (if known) | | | | |
|  |  |  |  |  |
|  | Authorized Business Entity Representative’s Name (Please Print) |  | *Authorized Business Entity*  *Representative’s Signature* |  |
|  |  |  |  |  |
|  | Business Entity Name |  | Date |  |
|  |  |  |  |  |
|  | E-Mail Address |  | E-Verify MOU Company ID Number |  |
|  |  |  |  |  |
| **FOR STATE OF MISSOURI USE ONLY** | |  |  |  |
| Documentation Verification Completed By: | |  |  |  |
|  |  |  |  |  |
|  | Buyer |  | Date |  |
|  | | | | |

**EXHIBIT I**

**MISCELLANEOUS INFORMATION**

## Outside United States

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Are any of the vendor’s proposed products and/or services being manufactured or performed at sites outside the United States? | Yes | \_\_\_\_ | No | \_\_\_\_ |
| If YES, do the proposed products/services satisfy the conditions described in section 4, subparagraphs 1, 2, 3, and 4 of Executive Order 04-09? (see the following web link:  <http://s1.sos.mo.gov/CMSImages/Library/Reference/Orders/2004/eo04_009.pdf>) | Yes | \_\_\_\_ | No | \_\_\_\_ |
| If YES, mark the appropriate exemption below, and provide the requested details:  1. \_\_\_\_ Unique good or service.   * EXPLAIN:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   2. \_\_\_\_ Foreign firm hired to market Missouri services/products to a foreign country.   * Identify foreign country: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   3. \_\_\_\_ Economic cost factor exists   * EXPLAIN:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   4. \_\_\_\_ Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US.   * Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: \_\_\_% * Specify what contract work would be performed outside the United States: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | |

## Employee/Conflict of Interest:

|  |  |
| --- | --- |
| Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor’s organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information: | |
| Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof: |  |
| If employee of the State of Missouri or political subdivision thereof, provide name of state agency 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: | \_\_\_\_\_\_\_\_\_\_% |

**EXHIBIT I (continued)**

## Registration of Business Name (if applicable) with the Missouri Secretary of State

The vendor should indicate the vendor’s charter number and company name with the Missouri Secretary of State.  Additionally, the vendor should provide proof of the vendor’s good standing status with the Missouri Secretary of State. If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

|  |  |
| --- | --- |
| ***Charter Number (if applicable)*** | ***Company Name*** |
| If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption: | |

**Attachment #1**

**Supplemental Services Checklist**

|  |  |
| --- | --- |
| **Service Description** |  |
| **Interior Windows and Other Interior Glass Surfaces** – Clean interior windows and other interior glass surfaces as directed by the state agency building tenant. |  |
| **Exterior Windows** – Thoroughly wash all exterior windows, including frames and mullions, as directed by the state agency building tenant to maintain a satisfactory appearance. |  |
| **Hard Surface Floors** – Strip and refinish all hard surface floors with five (5) coats of skid-proof wax as directed by the state agency building tenant. |  |
| **Deep Carpet Cleaning and Water Extraction Services** – Perform deep carpet cleaning or water extraction services as directed by the state agency building tenant. Such deep carpet cleaning services shall be in addition to the carpet cleaning required elsewhere herein |  |
| **Fabric Furniture** – Brush and spot clean fabric furniture as directed by the state agency building tenant. |  |
| **Cubicle Partitions** – Clean/vacuum cloth cubicle partitions, including bases and tops as directed by the state agency building tenant. |  |
| **Construction Clean-up** – Due to construction, there is often a need for additional cleaning in construction areas. Therefore, provide one time construction clean-up and/or on-going construction clean-up as determined necessary and as instructed by the state agency building tenant. |  |
| **Final Clean-up** – In the event that leased space is being vacated or a lease is being terminated by the state agency, 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-up shall include spot cleaning of carpets and may require stripping and waxing of hard surface floors as directed by the state agency building tenant. |  |
| **Additional Personnel** - Provide janitorial personnel on an as needed, if needed basis as requested by the state agency. |  |
| **Additional Paper Towels or Napkins** – At the request of the state agency building tenant, provide and stock paper towels or napkins not previously required herein for use in areas available exclusively to state agency building tenants. The contractor shall be accompanied by a tenant agency employee while stocking any additional paper towels or napkins. The additional paper towels shall be of the same quality and specifications as required herein. |  |

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

Working Supervisor Signature Date

**Attachment #2**

**Cleaning Checklist**

|  |  |
| --- | --- |
| **Daily Requirements** |  |
| Empty all wastebaskets and deposit the trash into appropriate waste disposal containers. |  |
| Clean all kitchen and break rooms including washing and disinfecting all hard surfaces. Clean and disinfect sinks. |  |
| Clean and disinfect drinking fountains. |  |
| Clean toilet bowls and seats, urinals, hand basins, counter tops, and the walls around these fixtures. |  |
| Clean all mirrors, bright work, chrome pipes, and fittings. |  |
| Thoroughly sweep all hard surface floors to give a clean and satisfactory appearance. |  |
| Wet mop all break room and restroom floors using a disinfectant |  |
| Clean stall partitions, doors, door frames, and push plates (all sides). Dust or wipe all horizontal surfaces. |  |
| Empty and clean (inside and out) all restroom trash containers and disposals; change liners daily. Replace all sanitary napkin receptacle liners. |  |
| Restock restroom dispensers to normal limits (soap, toilet tissue, paper towels). |  |
| Wash all conference and break room tables as needed. |  |
| Sift sand and remove cigarette butts from all smoking receptacles outside the building(s). Replace sand when it becomes discolored. |  |
| Remove full recycle bins to designated pick-up areas and replace with empty recycle bins. |  |
| Clean janitorial closets after completion of the daily tasks and before exiting the building(s). |  |
| **Weekly Requirements** | |
| Thoroughly wash, clean, and disinfect all wastebaskets, as needed. |  |
| Thoroughly vacuum all carpet, including all entrance and exit rugs/mats. As stains appear, spot clean the carpet. |  |
| Thoroughly wet mop all hard surface floors as needed to give a clean and satisfactory appearance. |  |
| When necessary, replace contractor-provided rugs/mats. |  |
| Clean both sides of entrance door glass, clean door glass frames and accompanying glass panels including transoms (inside and outside), removing all fingerprints and dirt. Spot clean all interior glass. |  |
| Remove all trash and debris from the outside perimeter of the building(s), including parking lot(s). Sweep sidewalks ten feet (10’) from all entrances/exits. |  |
| Pour five (5) gallons of water down each floor drain. |  |
| **Monthly Requirements** | |
| Damp mop and then high speed buff or burnish all finished floors. |  |
| Dust all flat surfaces including, but not limited to, file cabinets, conference tables and stands, bookshelves, coat racks, window sills, hand rails, etc. |  |
| Clean and disinfect all walls, baseboards, doors, frames, partition surfaces, light switches, light fixtures as needed, to remove insects, dirt, etc. in and on the fixtures, and remove cobwebs from all ceilings, door, and corners within the building(s). |  |
| Clean the tops, fronts, and sides of all vending machines. |  |
| Clean/dust all venetian mini-blinds. |  |
| Clean/vacuum all vents and air diffusers (supply and return). |  |
| **Semi-Annual Requirements** | |
| Thoroughly machine scrub all finished floor areas removing all scuffs and black marks.  Apply two (2) coats of skid-proof wax floor finish to all finished floors as directed by the state agency. |  |
| **Annual Requirements** | |
| Strip and refinish all finished floors. Apply five (5) coats of skid proof wax. |  |
| Deep clean all carpet via wet extraction method. |  |

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

Working Supervisor Signature Date

**ATTACHMENT #3**

***(DO NOT INCLUDE WITH PROPOSAL SUBMISSION – FOR USE UPON CONTRACT AWARD ONLY)***

**OFFICE OF ADMINISTRATION,**

**DIVISION OF FACILITIES MANAGEMENT,**

**DESIGN & CONSTRUCTION**

**AUTHORIZATION FOR RELEASE OF INFORMATION**

TO WHOM IT MAY CONCERN:

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

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

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

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

Applicant’s Name (Please Print) Date

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

Applicant’s Signature Birth date

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

Applicant’s Social Security Number

STATE OF MISSOURI

**DIVISION OF PURCHASING**

**TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

1. TERMINOLOGY/DEFINITIONS

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

a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing (Purchasing)**. The agency is also responsible for payment.

b. **Addendum** means a written, official modification to an RFP.

**c. Amendment** means a written, official modification to a contract.

d. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.

e. **Proposal End Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.

f. **Vendor** means the supplier, offeror, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.

g. **Buyer** means the procurement staff member of Purchasing. The **Contact Person** as referenced herein is usually the Buyer.

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, offeror, person, or organization who is a successful vendor as a result of an RFP and who enters into a contract.

j. **Exhibit** applies to forms which are included with an RFP for the vendor to complete and submit with the sealed proposal prior to the specified end date and time.

k. **Request for Proposal (RFP)** means the solicitation document issued by Purchasing to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.

l. **May** means that a certain feature, component, or action is permissible, but not required.

m. **Must** means that a certain feature, component, or action is a mandatory condition.

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 RFP. The pricing pages must be completed and submitted by the vendor with the sealed proposal prior to the specified proposal end date and time.

o. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.

p. **Shall** has the same meaning as the word must.

q. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.

b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and Purchasing.

c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.

d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.

e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

a. It shall be the vendor’s responsibility to ask questions, request changes or clarification, or otherwise advise Purchasing if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from vendors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from Purchasing, unless the RFP specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official proposal end date.

b. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all vendors will be advised, via the issuance of an addendum to the RFP, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP end date may not be answered.

c. Vendors are cautioned that the only official position of the State of Missouri is that which is issued by Purchasing in the RFP or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

d. Purchasing monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

e. The RFP is available for viewing and downloading on the MissouriBUYS Statewide eProcurement System. Registered vendors are electronically notified of those proposal opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendor’s e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/> .

f. Purchasing reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the vendor to monitor the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the RFP 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 proposal opportunity when the RFP was established and registered vendors who have responded to the proposal on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the RFP.

4. PREPARATION OF PROPOSALS

a. Vendors **must** examine the entire RFP carefully. Failure to do so shall be at the vendor’s risk.

b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.

c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The vendor may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the vendor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.

d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.

e. In the event that the vendor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a vendor may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by Purchasing or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by Purchasing. If Purchasing determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.

f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.

g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.

h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.

i. Any foreign vendor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

a. Registered vendors may submit proposals electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/> or by delivery of a hard copy to the Purchasing office. Vendors that have not registered on the MissouriBUYS Statewide eProcurement System may submit proposals hard copy delivered to the Purchasing office. Delivered proposals must be sealed in an envelope or container, and received in the Purchasing office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact end date and time specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the vendor’s organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the Purchasing post office box address. However, it shall be the responsibility of the vendor to ensure their proposal is in the Purchasing office (address listed above) no later than the exact end date and time specified in the RFP.

b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official end date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.

c. A proposal submitted electronically by a registered vendor may be modified on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing office may be modified by signed, written notice which has been received by Purchasing prior to the official end date and time specified. A proposal may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.

d. A proposal submitted electronically by a registered vendor may be retracted on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by Purchasing prior to the official end and time specified. A proposal may also be withdrawn in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.

e. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the vendor.

f. When submitting a proposal electronically, the registered vendor indicates acceptance of all RFP requirements, terms and conditions by clicking on the "Accept" button on the Overview tab. Vendors delivering a hard copy proposal to Purchasing must sign and return the RFP cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the vendor of all RFP requirements, terms and conditions. Failure to do so may result in rejection of the proposal unless the vendor’s full compliance with those documents is indicated elsewhere within the vendor’s response.

g. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING

a. Proposal openings are public on the end date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. All vendors may view the same proposal response information on the MissouriBUYS Statewide eProcurement System. The contents of the responses shall not be disclosed at this time.

b. Proposals which are not received in the Purchasing office prior to the official end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

a. In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.

b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.

c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the vendor and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

b. Any pricing information submitted by a vendor shall be subject to evaluation if deemed by Purchasing to be in the best interest of the State of Missouri.

c. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.

d. Awards shall be made to the vendor whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the vendor, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.

e. In the event all vendors fail to meet the same mandatory requirement in an RFP, Purchasing reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, Purchasing reserves the right to waive any minor irregularity or technicality found in any individual proposal.

f. Purchasing reserves the right to reject any and all proposals.

g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a vendor, from vendor’s references, or from any other source.

h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.

i. Negotiations may be conducted with those vendors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing vendors.

j. Any award of a contract shall be made by notification from Purchasing to the successful vendor. Purchasing reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by Purchasing based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.

k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.

l. Purchasing posts all proposal results on the MissouriBUYS Statewide eProcurement System for all vendors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Vendors who include an e-mail address with their proposal will be notified of the award results via e-mail.

m. Purchasing 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.

1. Any proposal award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).

o. The final determination of contract(s) award shall be made by Purchasing.

9. CONTRACT/PURCHASE ORDER

a. By submitting a proposal, the vendor agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.

b. A binding contract shall consist of: (1) the RFP, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) Purchasing's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

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

d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and Purchasing or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.

b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of Purchasing.

d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.

e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.

f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.

g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.

b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Purchasing, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

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

14. CONFLICT OF INTEREST

a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

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

b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, Purchasing may cancel the contract. At its sole discretion, Purchasing may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide Purchasing within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.

b. If the contractor fails to cure the breach or if circumstances demand immediate action, Purchasing will issue a notice of cancellation terminating the contract immediately. If it is determined Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.

c. If Purchasing cancels the contract for breach, Purchasing 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 Purchasing deems appropriate and charge the contractor for any additional costs incurred thereby.

d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

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

18. BANKRUPTCY OR INSOLVENCY

a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify Purchasing immediately.

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

19. INVENTIONS, PATENTS AND COPYRIGHTS

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

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;

b. The identification of a person designated to handle affirmative action;

c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;

d. The exclusion of discrimination from all collective bargaining agreements; and

e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

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

21. AMERICANS WITH DISABILITIES ACT

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

22. FILING AND PAYMENT OF TAXES

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

23. TITLES

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

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