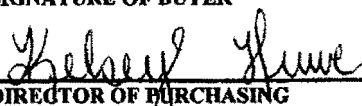
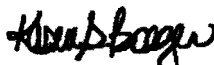




NOTICE OF CONTRACT RENEWAL

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing>

CONTRACT NUMBER CC180050001	CONTRACT TITLE Laundry Equipment Repair and Parts
AMENDMENT NUMBER 02	CONTRACT PERIOD December 18, 2019 through December 17, 2020
REQUISITION/REQUEST NUMBER NR 931 YYY19707609	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 4209839120 2 / MB00089763
CONTRACTOR NAME AND ADDRESS RJ Kool Company 234 W. 12 th Avenue North Kansas City, MO 64116	STATE AGENCY'S NAME AND ADDRESS Missouri Department of Corrections Various Locations throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract CC180050001 is hereby amended pursuant to the attached amendment #02 dated 09/30/19.	
BUYER Kelsey Huwe	BUYER CONTACT INFORMATION Email: kelsey.huwe@oa.mo.gov Phone: (573) 522-1308 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 11/16/19
DIRECTOR OF PURCHASING  Karen S. Boeger	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
CONTRACT RENEWAL

AMENDMENT NO.: 02
CONTRACT NO.: CC180050001
TITLE: Laundry Equipment Repair and Parts
ISSUE DATE: 09/25/19

REQ NO.: NR 931 YYY19708609
BUYER: Kelsey Huwe
PHONE NO.: (573) 522-1308
E-MAIL: kelsey.huwe@oa.mo.gov

TO: RJ Kool Company
234 W. 12th Avenue
North Kansas City, MO 64116

RETURN AMENDMENT BY NO LATER THAN: 10/09/19 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	donna.lemmen@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	PURCHASING, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	PURCHASING, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

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

MISSOURI DEPARTMENT OF CORRECTIONS
VARIOUS LOCATIONS THROUGHOUT THE
STATE OF MISSOURI

SIGNATURE REQUIRED

VENDOR NAME RJ Kool Company		MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) MB00089763	
MAILING ADDRESS 234 W. 12 th Ave			
CITY, STATE, ZIP CODE N. Kansas City, Mo 64116			
CONTACT PERSON Bill Kimmel		EMAIL ADDRESS bkimmel@rjkool.com	
PHONE NUMBER 816-474-9274		FAX NUMBER 816-778-8874	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE 9/30/19	
PRINTED NAME William J Kimmel		TITLE President	

AMENDMENT #02 TO CONTRACT CC180050001**CONTRACT TITLE:** **Laundry Equipment Repair and Parts****CONTRACT PERIOD:** **December 18, 2019 through December 17, 2020**

The State of Missouri hereby exercises its option to renew the above-referenced contract.

The contractor shall indicate on the attached pricing page(s) the firm, fixed prices for the above contract period. Any price increase quoted must not exceed the maximum price stated in the contract. The contractor shall understand and agree if the contractor responds with any renewal period pricing increase, such increase may result in a justification request or in the state conducting a new procurement process rather than accepting the contractor's proposed renewal option pricing.

All other terms, conditions and provisions of the contract shall remain the same and apply hereto. The contractor shall sign and return this document, along with completed pricing, on or before the date indicated.

The contractor's failure to complete and return this document shall not stop the action specified herein. If the contractor fails to complete and return this document prior to the return date specified or the effective date of the contract period stated above, whichever is later, the state may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

PRICING PAGE

C/S Code: 47110000
Industrial laundry and dry cleaning equipment

CENTRAL REGION – 6 Facilities		
Line Item	Description	2nd Renewal Period Firm, Fixed Price
1	Regular Service Hour Requests	\$ <u>75⁰⁰</u> Hourly Rate (Per Person)
2	Emergency Service Hour Requests	\$ <u>150⁰⁰</u> Hourly Rate (Per Person)
3	Round Trip Charge	\$ <u>75⁰⁰</u> Per Trip
4	American Dryer Company (ADC)	Parts Discount - 10%
5	UniMac	Parts Discount - 20%
6	Continental	Parts Discount - 20%
7	Cissell	Parts Discount - 20%
8	IPSO-LSG	Parts Discount - 20%
9	Huebsch	Parts Discount - 20%
10	B&C Technologies	Parts Discount - 15% <i>0%</i>

GREATER KANSAS CITY REGION – 1 Facility		
Line Item	Description	2nd Renewal Period Firm, Fixed Price
11	Regular Service Hour Requests	\$ <u>75⁰⁰</u> Hourly Rate (Per Person)
12	Emergency Service Hour Requests	\$ <u>150⁰⁰</u> Hourly Rate (Per Person)
13	Round Trip Charge	\$ <u>79.50</u> Per Trip
14	Huebsch	Parts Discount - 10%

GREATER ST. LOUIS REGION – 4 Facilities		
Line Item	Description	2 nd Renewal Period Firm, Fixed Price
15	Regular Service Hour Requests	\$ <u>75⁰⁰</u> Hourly Rate (Per Person)
16	Emergency Service Hour Requests	\$ <u>150⁰⁰</u> Hourly Rate (Per Person)
17	Round Trip Charge	\$ <u>127.31</u> Per Trip
18	Braun	Parts Discount - 10%
19	UniMac	Parts Discount - 20%
20	Mitrol Mark I	Parts Discount - 10%
21	Speed Queen	Parts Discount - 20%
22	Maytag	Parts Discount - 0%
23	IPSO	Parts Discount - 20%
24	B&C Technologies	Parts Discount - 10%
25	Roper	Parts Discount - 0%
26	Dexter	Parts Discount - 20%

NORTHEAST REGION – 1 Facility		
Line Item	Description	2 nd Renewal Period Firm, Fixed Price
27	Regular Service Hour Requests	\$ <u>75⁰⁰</u> Hourly Rate (Per Person)
28	Emergency Service Hour Requests	\$ <u>150⁰⁰</u> Hourly Rate (Per Person)
29	Round Trip Charge	\$ <u>333.40</u> Per Trip
30	UniMac	Parts Discount - 20%
31	Speed Queen	Parts Discount - 20%

NORTHWEST REGION – 3 Facilities		
Line Item	Description	2 nd Renewal Period Firm, Fixed Price
32	Regular Service Hour Requests	\$ <u>75⁰⁰</u> Hourly Rate (Per Person)
33	Emergency Service Hour Requests	\$ <u>150⁰⁰</u> Hourly Rate (Per Person)
34	Round Trip Charge	\$ <u>217.48</u> Per Trip
35	Cissell	Parts Discount - 20%
36	Maytag	Parts Discount - 0%
37	B&C Technologies	Parts Discount - 15%
38	UniMac	Parts Discount - 20%
39	Speed Queen	Parts Discount - 20%


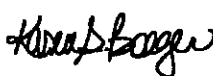
SOUTHEAST REGION – 1 Facility		
Line Item	Description	2 nd Renewal Period Firm, Fixed Price
40	Regular Service Hour Requests	\$ <u>75⁰⁰</u> Hourly Rate (Per Person)
41	Emergency Service Hour Requests	\$ <u>150⁰⁰</u> Hourly Rate (Per Person)
42	Round Trip Charge	\$ <u>318.27</u> Per Trip
43	Maytag	Parts Discount - 0%
44	UniMac	Parts Discount - 20%

SOUTHWEST REGION - 2 Facilities		
Line Item	Description	2 nd Renewal Period Firm, Fixed Price
45	Regular Service Hour Requests	\$ <u>75⁰⁰</u> Hourly Rate (Per Person)
46	Emergency Service Hour Requests	\$ <u>150⁰⁰</u> Hourly Rate (Per Person)
47	Round Trip Charge	\$ <u>332.06</u> Per Trip
48	American Dryer Company	Parts Discount - 10%
49	Cissell	Parts Discount - 20%
50	Senior	Parts Discount - 0%
51	UniMac	Parts Discount - 20%



NOTICE OF CONTRACT RENEWAL

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing>

CONTRACT NUMBER RFPC30034901800050	CONTRACT TITLE Laundry Equipment Repair and Parts
AMENDMENT NUMBER CC180050001	CONTRACT PERIOD December 18, 2018 through December 17, 2019
REQUISITION/REQUEST NUMBER NR 931 YYY18709272	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 4209839120 2 / MB00089763
CONTRACTOR NAME AND ADDRESS RJ Kool Company 234 W. 12 th Avenue North Kansas City, MO 64116	STATE AGENCY'S NAME AND ADDRESS Missouri Department of Corrections Various Locations throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract CC180050001 is hereby amended pursuant to the attached amendment #001 dated 9/4/18.	
BUYER John C. Stegmann	BUYER CONTACT INFORMATION Email: john.stegmann@oa.mo.gov Phone: (573)-751-2497 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 9/5/18
DIRECTOR OF PURCHASING  Karen S. Boeger	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
CONTRACT RENEWAL

AMENDMENT NO.: 001
YYY18709272
CONTRACT NO.: CC180050001
TITLE: Laundry Equipment Repair and Parts
ISSUE DATE: 8/20/18

REQ NO.: NR 931

BUYER: John Stegmann
PHONE NO.: (573) 751-2497
E-MAIL: john.stegmann@oa.mo.gov

TO: RJ Kool Company
234 W. 12th Avenue
North Kansas City, MO 64116

RETURN AMENDMENT BY NO LATER THAN: 9/4/18 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	john.stegmann@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	PURCHASING, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	PURCHASING, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

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

MISSOURI DEPARTMENT OF CORRECTIONS
VARIOUS LOCATIONS THROUGHOUT THE
STATE OF MISSOURI

SIGNATURE REQUIRED

VENDOR NAME RJ Kool Company of Missouri		MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) MB00089763	
MAILING ADDRESS 234 West 12 th Avenue			
CITY, STATE, ZIP CODE North Kansas City MO 64116			
CONTACT PERSON Mark Whelan		EMAIL ADDRESS mark@rjkool.com	
PHONE NUMBER 1-800-345-4551 x200		FAX NUMBER	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE 9/4/2018	
PRINTED NAME Scott Mueller		TITLE Sales	

AMENDMENT #001 TO CONTRACT CC180050001

CONTRACT TITLE: Laundry Equipment Repair and Parts

CONTRACT PERIOD: December 18, 2018 through December 17, 2019

The State of Missouri hereby exercises its option to renew the above-referenced contract.

The contractor shall indicate on the attached pricing page(s) the firm, fixed prices for the above contract period. Any price increase quoted must not exceed the maximum price stated in the contract. The contractor shall understand and agree if the contractor responds with any renewal period pricing increase, such increase may result in a justification request or in the state conducting a new procurement process rather than accepting the contractor's proposed renewal option pricing.

All other terms, conditions and provisions of the contract shall remain the same and apply hereto. The contractor shall sign and return this document, along with completed pricing, on or before the date indicated.

The contractor's failure to complete and return this document shall not stop the action specified herein. If the contractor fails to complete and return this document prior to the return date specified or the effective date of the contract period stated above, whichever is later, the state may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

PRICING PAGE

C/S Code: 47110000
Industrial laundry and dry cleaning equipment

CENTRAL REGION – 6 Facilities		
Line Item	Description	1 st Renewal Period Maximum Price
1	Regular Service Hour Requests	\$ <u>72</u> Hourly Rate (Per Person)
2	Emergency Service Hour Requests	\$ <u>144</u> Hourly Rate (Per Person)
3	Round Trip Charge	\$ <u>247</u> Per Trip
4	American Dryer Company (ADC)	Parts Discount 10%
5	UniMac	Parts Discount 20%
6	Continental	Parts Discount 20%
7	Cissell	Parts Discount 20%
8	IPSO-LSG	Parts Discount 20%
9	Huebsch	Parts Discount 20%
10	B&C Technologies	Parts Discount 15%

GREATER KANSAS CITY REGION – 1 Facility		
Line Item	Description	1 st Renewal Period Maximum Price
11	Regular Service Hour Requests	\$ <u>72</u> Hourly Rate (Per Person)
12	Emergency Service Hour Requests	\$ <u>144</u> Hourly Rate (Per Person)
13	Round Trip Charge	\$ <u>772</u> Per Trip
14	Huebsch	Parts Discount %

GREATER ST. LOUIS REGION – 4 Facilities		
Line Item	Description	1 st Renewal Period Maximum Price
15	Regular Service Hour Requests	\$ <u>72</u> Hourly Rate (Per Person)
16	Emergency Service Hour Requests	\$ <u>144</u> Hourly Rate (Per Person)
17	Round Trip Charge	\$ <u>123.60</u> Per Trip
18	Braun	Parts Discount 10%
19	UniMac	Parts Discount 20%
20	Mitrol Mark I	Parts Discount 10%
21	Speed Queen	Parts Discount 20%
22	Maytag	Parts Discount 0%
23	IPSO	Parts Discount 20%
24	B&C Technologies	Parts Discount 10%
25	Roper	Parts Discount 0%
26	Dexter	Parts Discount 20%

NORTHEAST REGION – 1 Facility		
Line Item	Description	1 st Renewal Period Maximum Price
27	Regular Service Hour Requests	\$ <u>72</u> Hourly Rate (Per Person)
28	Emergency Service Hour Requests	\$ <u>144</u> Hourly Rate (Per Person)
29	Round Trip Charge	\$ <u>226.60</u> Per Trip
30	UniMac	Parts Discount %
31	Speed Queen	Parts Discount %

NORTHWEST REGION – 3 Facilities		
Line Item	Description	1* Renewal Period Maximum Price
32	Regular Service Hour Requests	\$ <u>72</u> Hourly Rate (Per Person)
33	Emergency Service Hour Requests	\$ <u>144</u> Hourly Rate (Per Person)
34	Round Trip Charge	\$ <u>211.15</u> Per Trip
35	Cissell	Parts Discount 20%
36	Maytag	Parts Discount 0%
37	B&C Technologies	Parts Discount 15%
38	UniMac	Parts Discount 20%
39	Speed Queen	Parts Discount 20%

SOUTHEAST REGION – 1 Facility		
Line Item	Description	1* Renewal Period Maximum Price
40	Regular Service Hour Requests	\$ <u>72</u> Hourly Rate (Per Person)
41	Emergency Service Hour Requests	\$ <u>144</u> Hourly Rate (Per Person)
42	Round Trip Charge	\$ <u>309</u> Per Trip
43	Maytag	Parts Discount 0%
44	UniMac	Parts Discount 20%

SOUTHWEST REGION -- 2 Facilities		
Line Item	Description	1 st Renewal Period Maximum Price
45	Regular Service Hour Requests	\$ <u>72</u> Hourly Rate (Per Person)
46	Emergency Service Hour Requests	\$ <u>144</u> Hourly Rate (Per Person)
47	Round Trip Charge	\$ <u>322.39</u> Per Trip
48	American Dryer Company	Parts Discount 10%
49	Cissell	Parts Discount 20%
50	Senior	Parts Discount 0%
51	UniMac	Parts Discount 20%



NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing>

SOLICITATION NUMBER RFPC30034901800050	CONTRACT TITLE Laundry Equipment Repair and Parts
CONTRACT NUMBER CC180050001	CONTRACT PERIOD December 18, 2017 through December 17, 2018
REQUISITION/REQUEST NUMBER NR 931 YYY17709020	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 4209839120 2 / MB00089763
CONTRACTOR NAME AND ADDRESS RJ Kool Company 234 W. 12 th Avenue North Kansas City, MO 64116	STATE AGENCY'S NAME AND ADDRESS Missouri Department of Corrections Various Locations throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The proposal submitted by RJ Kool Company in response to SOLICITATION/OPPORTUNITY (OPP) NO.: RFPC30034901800050, including Best and Final Offer dated 9/21/17 is accepted in its entirety, and includes the email received from Scott Mueller on 12/13/2017.	
BUYER Tammy Michel	BUYER CONTACT INFORMATION Email: tammy.michel@oa.mo.gov Phone: (573) 526- 3862 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 12/13/17
DIRECTOR OF PURCHASING  Karen S. Boeger	

Michel, Tammy

From: Scott Mueller <scott@rjkool.com>
Sent: Wednesday, December 13, 2017 1:52 PM
To: Michel, Tammy
Subject: RFPC30034901800050

Tammy,

Please use our original discount percentage information for any fields that were left blank on the BAFO.

Thanks and Have a Great Day!



Scott Mueller
Laundry Solutions Specialist
12935 Gravois Road
St. Louis, MO 63127
1-800-345-4551 Toll Free
314-991-9121 x201 Office
636-248-1044 Cell
314-991-4034 Fax
scott@rjkool.com



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
REQUEST FOR BEST AND FINAL OFFER (BAFO)
FOR REQUEST FOR PROPOSAL (RFP)

BAFO REQUEST NO.: 001
SOLICITATION/OPPORTUNITY (OPP) NO.: RFPC30034901800050
TITLE: LAUNDRY EQUIPMENT REPAIR & PARTS
ISSUE DATE: 9/15/17

REQ NO.: NR 931 YYY17709020
BUYER: Tammy Michel
PHONE NO.: (573) 751-3114
E-MAIL: tammy.michel@oa.mo.gov

BAFO RESPONSE SHOULD BE RETURNED BY: 9/22/17 AT 5:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Sealed BAFOs should be in Division of Purchasing office (301 W High Street, Room 630) by the return date and time.

RETURN BAFO RESPONSE TO: **(U.S. Mail)** PURCHASING
PO BOX 809
JEFFERSON CITY MO 65102-0809
or **(Courier Service)** PURCHASING
301 WEST HIGH STREET, RM 630
JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

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

MISSOURI STATE AGENCY OF CORRECTIONS
VARIOUS LOCATIONS THROUGHOUT THE STATE OF MISSOURI

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP addendums and by this and any previously issued BAFO requests. The vendor agrees that the language of the original RFP as modified by any previously issued RFP addendums and by this and any previously issued BAFO requests 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

VENDOR NAME RJ Kaul Computer		MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) 89763	
MAILING ADDRESS 234 W. 12th Avenue			
CITY, STATE, ZIP CODE North Kansas City, MO 64116			
CONTACT PERSON Scott Mueller		EMAIL ADDRESS Scott@RJKaul.com	
PHONE NUMBER 636-248-1644		FAX NUMBER 314-991-4634	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE 9/21/2017	
PRINTED NAME Scott Mueller		TITLE Sales	

BEST AND FINAL OFFER (BAFO) #001 to RFPC30034901800050**TITLE:** LAUNDRY EQUIPMENT REPAIR & PARTS**CONTRACT PERIOD:** DATE OF AWARD THROUGH ONE YEAR

RFPC30034901800050 is hereby revised as follows:

1. The following information has been changed on Page 1 of the RFP:

BUYER NAME
BUYER PHONE NUMBER
BUYER E-MAIL ADDRESS

2. The following **PARAGRAPH** has been **REVISED:** 1.3.6
3. The following **EXHIBIT** has been **REVISED:** Exhibit B

Note: The change made as a result of this BAFO has been ***bolded and italicized.***



Eric R. Greitens
Governor

Sarah H. Steelman
Commissioner

State of Missouri
OFFICE OF ADMINISTRATION
Division of Purchasing
301 West High Street, Room 630
Post Office Box 809
Jefferson City, Missouri 65102-0809
(573) 751-2387 FAX: (573) 526-9815
TTD: 800-735-2966 Voice: 800-735-2466
<http://oa.mo.gov/purchasing>

Karen S. Boeger
Director

September 18, 2017

VIA E-MAIL: scott@rjkool.com

RJ Kool Company of Missouri
Attention: Scott K. Mueller
234 W. 12 Avenue
N. Kansas City, MO 64116

Dear Mr. Mueller:

In accordance with section 4.7 of RFPC30034901800050 – Laundry Equipment Repair and Parts, this letter shall constitute an official request by the State of Missouri to enter into competitive negotiations with your company. Included with this letter are two attachments.

The first attachment is the Best and Final Offer (BAFO) #001 Request List, and it includes a listing of areas identified in your proposal as concerns, areas requiring clarifications, and areas of deficiency which may not comply with requirements of the RFP. The list also includes a request for specific responses to identified RFP paragraphs.

The second attachment is a complete copy of the RFP, including revisions to the RFP as a result of the BAFO. It includes a Best and Final Offer (BAFO) Form as the cover page.

In your response to this Best and Final Offer, you may make any modification, addition, or deletion deemed necessary to your proposal. However, it is not necessary for you to resubmit your entire proposal. Only the signed BAFO Form and any portions of your proposal that are being revised as a result of this request for a Best and Final Offer need to be submitted. Furthermore, please understand that your response to this BAFO request is your final opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a reduction or other change to pricing.

You are requested to respond to this BAFO request by submitting a written, sealed "Best and Final Offer" **BY 5:00 PM CENTRAL TIME ON MONDAY, SEPTEMBER 25, 2017** to:

Attention: TAMMY MICHEL
Division of Purchasing
301 West High Street, Truman Building, Room 630
Jefferson City, MO 65101

The outside of the packet containing the BAFO response needs to state, "BAFO for RFPC30034901800050" on the lower left corner. Please include the original plus three (3) copies (for a total of four (4) documents) of your response. *Faxed or e-mailed responses are not acceptable.*

RJ KOOL COMPANY OF MISSOURI
BEST AND FINAL OFFER REQUEST LIST
BAFO NO. 001 FOR RFPC30034901800050

1. IDENTIFIED DEFICIENCIES AND AREAS OF CONCERN/CLARIFICATION:

- 1.1 Paragraph 4.16.1 of the RFP requires Exhibit E (Business Certification, Enrollment Documentation, and Affidavit of Work Authorization) to be completed prior to an award of a contract.

RJ Kool Company of Missouri did not complete Exhibit E.

RJ Kool's BAFO 001 response must include a completed and signed Exhibit E (Business Certification, Enrollment Documentation, and Affidavit of Work Authorization).

2. VENDOR RESPONSE TO CHANGED REQUIREMENTS:

- 2.1 RJ Kool's signature on BAFO #001 shall acknowledge compliance with all requirement changes in RFPC30034901800050 as modified by BAFO #001. RJ Kool Company of Missouri shall submit any proposal revisions, including pricing revisions that are necessitated by the requirement changes.

	Item Code	Supplier Name	Intentional No Bid	Bid/Unit	Total Quantity	Item Unit	Cost Total	Total Bid	1st Renewal Period	2nd Renewal Period
1. Central Region Regular Service Hour Requests										
	1	RJ Kool Company of Missouri	N	\$69.0	1	each	\$69.0	\$69.0	\$72.00	\$75.00
2. Central Region Emergency Service Hour Requests										
	2	RJ Kool Company of Missouri	N	\$138.0	1	each	\$138.0	\$138.0	\$144.00	\$150.00
3. Central Region Round Trip										
	3	RJ Kool Company of Missouri	N	\$240.0	1	each	\$240.0	\$240.0	\$247.00	\$255.00
4. Central Region Percentage										
	4	RJ Kool Company of Missouri	N	%10.0	1	each	%10.0	%10.0		
5. Central Region Percentage										
	5	RJ Kool Company of Missouri	N	%20.0	1	each	%20.0	%20.0		
6. Central Region Percentage										
	6	RJ Kool Company of Missouri	N	%20.0	1	each	%20.0	%20.0		
7. Central Region Percentage										
	7	RJ Kool Company of Missouri	N	%20.0	1	each	%20.0	%20.0		

[illegible]

	Item Code	Supplier Name	Intentional No Bid	Bid/Unit	Total Quantity	Item Unit	Cost Total	Total Bid	1st Renewal Period	2nd Renewal Period
27. Northeast Region Regular Service Hour Requests										
	27	RJ Kool Company of Missouri	N	\$69.0	1	each	\$69.0	\$69.0	\$72.00	\$75.00
28. Northeast Region Emergency Service Hour										
	28	RJ Kool Company of Missouri	N	\$138.0	1	each	\$138.0	\$138.0	\$144.00	\$150.00
29. Northeast Region Round Trip Charge										
	29	RJ Kool Company of Missouri	N	\$220.0	1	each	\$220.0	\$220.0	\$226.60	\$233.40
30. Northeast Region Percentage Discount										
	30	RJ Kool Company of Missouri	N	%20.0	1	each	%20.0	%20.0		
31. Northeast Region Percentage Discount										
	31	RJ Kool Company of Missouri	N	%20.0	1	each	%20.0	%20.0		
32. Northwest Region Regular Service Hour Requests										
	32	RJ Kool Company of Missouri	N	\$69.0	1	each	\$69.0	\$69.0	\$72	\$75

	Item Code	Supplier Name	Intentional No Bid	Bid/Unit	Total Quantity	Item Unit	Cost Total	Total Bid	1st Renewal Period	2nd Renewal Period
39. Northwest Region Discount Percentage										
	39	RJ Kool Company of Missouri	N	%20.0	1	each	%20.0	%20.0		
40. Southeast Region Regular Service Hour Requests										
	40	RJ Kool Company of Missouri	N	\$69.0	1	each	\$69.0	\$69.0	\$72	\$75
41. Southeast Region Emergency Service Hour Requests										
	41	RJ Kool Company of Missouri	N	\$138.0	1	each	\$138.0	\$138.0	\$144	\$150
42. Southeast Region Round Trip Charge										
	42	RJ Kool Company of Missouri	N	\$300.0	1	each	\$300.0	\$300.0	\$309	\$318.27
43. Southeast Region Discount Percentage										
	43	RJ Kool Company of Missouri	N	%0.0	1	each	%0.0	%0.0		
44. Southeast Region Discount Percentage										
	44	RJ Kool Company of Missouri	N	%20.0	1	each	%20.0	%20.0		

	Item Code	Supplier Name	Intentional No Bid	Bid/Unit	Total Quantity	Item Unit	Cost Total	Total Bid	1st Renewal Period	2nd Renewal Period
51. Southwest Region Discount Percentage										
	51	RJ Kool Company of Missouri	N	%20.0	1	each	%20.0	%20.0		



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
REQUEST FOR PROPOSAL (RFP)

BUYER NAME, PHONE NO. AND E-MAIL ADDRESS REVISED BY BAFO REQUEST #001

SOLICITATION/OPPORTUNITY (OPP) NO.: RFPC30034901800050

REQ NO.: NR 931 YYY17709020

TITLE: LAUNDRY EQUIPMENT REPAIR & PARTS

BUYER: TAMMY MICHEL

ISSUE DATE: 7/11/17

PHONE NO.: (573) 751-3114

E-MAIL: tammy.michel@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 7/27/17 AT 2:00 PM CENTRAL TIME (END DATE)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [HTTPS://MISSOURIBUYS.MO.GOV](https://missouribuy.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.

RETURN PROPOSAL TO: (U.S. Mail) PURCHASING PO BOX 809 JEFFERSON CITY MO 65102-0809 or (Courier Service) PURCHASING 301 WEST HIGH STREET, RM 630 JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE (1) YEAR

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

MISSOURI STATE AGENCY OF CORRECTIONS
VARIOUS LOCATIONS THROUGHOUT STATE OF MISSOURI

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. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

SIGNATURE REQUIRED

VENDOR NAME RJ Kool Company		MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) 89763	
MAILING ADDRESS 234 W 12 th Avenue			
CITY, STATE, ZIP CODE North Kansas City MO 64116			
CONTACT PERSON Scott Mueller		EMAIL ADDRESS Scott@RJKool.com	
PHONE NUMBER 636-248-1044		FAX NUMBER 314-991-4034	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE 7/26/17	
PRINTED NAME Scott Mueller		TITLE Sales	

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.missouribuyss.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://missouribuyss.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf. (This document is also on the Bid Board referenced above.)

Notice: The vendor is solely responsible for ensuring timely submission of their solicitation response, whether submitting an online response or a hard copy response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.

- **ELECTRONIC RESPONSES:** To respond electronically to a solicitation, the vendor must first register with MissouriBUYS by going to the MissouriBUYS Home Page (<https://missouribuyss.mo.gov>), clicking the "Register" button at the top of the page, and completing the Vendor Registration. Once registered the vendor should log back into MissouriBUYS and edit their profile by selecting the organizational contact(s) that should receive an automated confirmation of the vendor's electronic bid responses successfully submitted to the state.

To respond electronically to a solicitation, the vendor must login to MissouriBUYS, locate the desired solicitation on the Bid Board, and, 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://missouribuyss.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf.

- 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.

Addendum Document: If an addendum document is subsequently issued, please follow these steps to accept the addendum document(s).

1. If you have not accepted the original solicitation document go to the **Overview** page, find the section titled, **Original Solicitation Documents**, review the solicitation document(s) then click on the box under **Select, and** then click on the **Accept** button.
2. To accept the addendum document, on the **Overview** page find the section titled **Addendum Document**, review the addendum document(s) then click on the box under **Select, and** then click on the **Accept** button.

Note: If you submitted an electronic response prior to the addendum date and time, you should review your solicitation response to ensure that it is still valid by taking into consideration the revisions addressed in the addendum document. If a revision is needed to your solicitation response and/or to indicate your acceptance of the addendum document, you will need to retract your response and re-submit your response by following these steps:

1. Log into **MissouriBUYS**.
 2. Select the **Solicitations** tab.
 3. Select **View Current Solicitations**.
 4. Select **My List**.
 5. Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
 6. Click on **Review Response** from the navigation bar.
 7. Click on **Retract** if your response needs to be revised.
 8. A message will come up asking, "Are you sure you want to retract the Bid". Click on **Continue** to confirm.
 9. Click on **Respond** and revise as applicable.
 10. Click on **Review Response** from the navigation bar and then click on **Submit** to submit your response.
- **HARD COPY RESPONSES**: 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*****

1. INTRODUCTION AND GENERAL INFORMATION

This section of the RFP includes a brief introduction and background information about the intended acquisition for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.

1.1 Purpose:

- 1.1.1 This document constitutes a request for sealed proposals from prospective vendors for the purchase of laundry equipment repair service and repair parts for various Missouri Department of Corrections' facilities located throughout the State of Missouri in accordance with the requirements and provisions stated herein.

1.2 Organization:

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

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Technical and Performance Requirements
- 4) Vendor's Submission Information
- 5) Pricing Page(s)
- 6) Exhibits A - E
- 7) Terms and Conditions
- 8) Attachments One and Two

- 1.2.2 Note About Attachments One and Two: The offeror is advised that **Attachment One** is incorporated into the RFP. **Attachment Two** also exists and it includes information essential to the requirements of this RFP. However, due to the size of the electronic file, **Attachment Two** is not able to be incorporated into this document but, instead, must be downloaded from the MissouriBUYS Statewide eProcurement System. Please refer to <https://missouribuyss.mo.gov/bidboard.html>. It shall be the sole responsibility of the offeror to obtain the attachment. The offeror shall not be relieved of any responsibility for performance under the contract due to the failure of the offeror access **Attachment Two**.

1.3 Background Information:

- 1.3.1 The contract is intended for use by various facilities of the Missouri Department of Corrections, see **Attachment One** for the listing of state agency facilities, and **Attachment Two** for the listing of equipment at each location.
- 1.3.2 The Department of Corrections (also referred to herein as the "state agency") makes no guarantee as to the number of locations or the size of the scope of work at any location.

1.4 Inspection of Existing Commercial Laundry Equipment:

- 1.3.1 The vendor has the option of inspecting the existing industrial and commercial laundry equipment at each of the facilities listed in the Facility List identified as **Attachment One**.
- 1.3.2 A listing of commercial laundry equipment in place at the Missouri Department of Corrections current at the time of the RFP is contained in **Attachment Two**. The vendor shall understand and agree that the listing of equipment is informational only and shall not be contractually binding.
- 1.3.3 If the vendor chooses to tour a Department facility, the vendor will be responsible for contacting the Business Manager (see **Attachment One**) at each facility to schedule an inspection and/or to obtain

information about the inspection. The vendor must provide at least 48 hours advance notice of the vendor's desire to inspect the equipment. The vendor is strongly advised to schedule any visits ten (10) calendar days prior to the RFP closing date indicated on page 1; the state reserves the right to deny access. Please contact the Buyer of Record regarding any difficulties in contacting the specific Department of Corrections' facility contact.

- a. ADA Accessibility: The vendor is strongly encouraged to advise the Department facilities, at least five (5) days prior to the inspection of the facilities' equipment of any special accommodations needed for disabled personnel who will be attending the inspection so that these accommodations can be made.
- 1.3.4 The vendor may be required to provide the facility with the name, social security number, state of residence, and date of birth for the person(s) performing the inspections in order that the facility may conduct a security clearance. The vendor shall not be allowed to bring cameras, cell phones or other electronic devices when accessing any Department institution. A record of vendors attending the inspection will be maintained for verification purposes.
- 1.3.5 The purpose of the inspection is to allow vendors an opportunity to inspect the facilities' industrial and commercial laundry equipment prior to submitting an offer. As a result, each vendor is solely responsible for a prudent and complete personal inspection, examination, and assessment of the facilities' equipment and any other existing condition, factor, or item that may affect or impact the performance of service described and required herein.

PARAGRAPH 1.3.6 REVISED BY BAFO REQUEST #001

- 1.3.6 During the inspections, if the vendor discovers a discrepancy/conflict with the information provided in the RFP, **the vendor is strongly encouraged to immediately notify** the Buyer of Record, ***Tammy Michel***, at (573) 751-3114 or tammy.michel@oa.mo.gov of such discrepancy/conflict. All questions regarding this Request for Proposal (RFP) and/or the competitive procurement process **MUST** be directed to the Buyer of Record.

*****END INTRODUCTION AND GENERAL INFORMATION*****

2. CONTRACTUAL REQUIREMENTS

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

2.1 Contract:

- 2.1.1 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.
- 2.1.2 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.
- 2.1.3 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- 2.1.4 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the 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.

2.2 Contract Period:

- 2.2.1 The original contract period shall be as stated on the Notice of Award. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The 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. However, the contractor shall understand and agree that any renewal period increases specified in the proposal are not automatic. If at the time of contract renewal 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.

2.3 Renewal Periods:

- 2.3.1 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.

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

2.3.3 The Division of Purchasing does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.

2.4 Termination:

2.4.1 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.

2.5 Price:

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

2.5.2 All prices shall include all packing, handling, shipping and freight charges F.O.B. Destination, Freight Prepaid and Allowed. The State of Missouri shall not make additional payments or pay add-on charges for freight and shipping unless specifically described and priced in the proposal, or as otherwise specifically stated and allowed by the RFP.

2.5.3 Regular Service Hour Repairs: Regular service hour repairs shall be defined as repair work conducted during "normal business hours" as defined in paragraphs 3.6.1 through 3.6.1(c) herein.

2.5.4 Emergency Service Hour Repairs: "Emergency service" shall be defined as defined in paragraphs 3.6.2 through 3.6.2(c) herein.

2.5.5 Round Trip Charge: The "round trip" charge shall be a total firm, fixed one-trip charge the contractor may charge for travel to and from the state agency repair site.

2.5.6 Manufacturer-Specific Firm, Fixed Discount Percentage: The contractor shall understand and agree that the purpose of the manufacturer-specific discount is for the purchase of manufacturer-specific laundry equipment repair parts for the identified manufacturer. The quoted discount shall be considered firm and fixed and shall be applied to the current Manufacturer's Suggested Retail Price (MSRP) for the identified brand of laundry equipment.

- a. The contractor shall understand and agree that the MSRP may change during the contract period, although it is highly desired that such pricing not change with a frequency greater than every twelve (12) months.
- b. In the event that more than one MSRP exists for the same item, the applicable quoted firm, fixed discount percentage shall be applied to the lowest MSRP for the identified brand of laundry equipment. The State of Missouri shall always receive the contractor's lowest price for the item.
- c. The contractor shall furnish current price lists/catalogs (with products clearly identified) to the state agency upon request at no additional cost. Price lists/catalogs shall also be provided to the state agency as the catalogs change and/or pricing is updated.
- d. The contractor shall understand and agree that the stated firm, fixed discount percentages shall remain the same throughout the duration of the contract and all renewal periods.

- e. The contractor must pass along any manufacturer's specials or quantity discounts that would result in a price lower than the current discounted selling price. The contractor shall not impose a discount "floor."

2.6 Payment Terms:

- 2.6.1 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.
- 2.6.2 The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
- 2.6.3 All payment terms shall be as stated in the Terms and Conditions of the contract (see paragraph 10, "Invoicing and Payment") unless otherwise addressed in the RFP, or mutually agreed to by the state and the contractor. Payment terms should be net 30 days unless otherwise stated in the RFP. No late charges shall be applied which are not in compliance with Chapter 34.055 RSMo. This statute may be found at <http://www.moga.mo.gov/mostatutes/ChaptersIndex/chaptIndex034.html>.

2.7 Payment Terms:

- 2.7.1 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.
- 2.7.2 The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
- 2.7.3 All payment terms shall be as stated in the Terms and Conditions of the contract (see paragraph 10, "Invoicing and Payment") unless otherwise addressed in the RFP, or mutually agreed to by the state and the contractor. Payment terms should be net 30 days unless otherwise stated in the RFP. No late charges shall be applied which are not in compliance with Chapter 34.055 RSMo. This statute may be found at <http://www.moga.mo.gov/mostatutes/ChaptersIndex/chaptIndex034.html>.
- 2.7.4 Payments will be processed based on the state agency's final inspection, operational testing, and acceptance of the item(s)/service(s). The decision of the state agency shall be final.

2.8 Contractor Liability:

- 2.8.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the

obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. 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.

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

2.9 Subcontractors:

- 2.9.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. 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.
- 2.9.2 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
- a. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and
 - b. shall not henceforth be in such violation and
 - c. the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

2.10 Independent Contractor:

- 2.10.1 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.

2.11 Minimum Orders:

- 2.11.1 It is highly desirable that there be no minimum order dollar amount for any order placed with the contractor by the state agency.

2.12 Coordination:

- 2.12.1 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.

2.13 Insurance:

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

- a. In the event any insurance coverage is canceled, the state agency must be notified within thirty (30) calendar days.

2.14 Participation by Other Organizations:

- 2.14.1 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.
- 2.14.2 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.
- 2.14.3 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.
- 2.14.4 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.
- a. The contractor must obtain the written approval of the Division of Purchasing for any new entities. This approval shall not be arbitrarily withheld.
- b. 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.

- 2.14.5 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 website at <http://oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.

2.15 Contractor's Personnel:

- 2.15.1 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.
- 2.15.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- 2.15.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- 2.15.4 If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
- 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - 2) Provide to the 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
 - 3) 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.
- 2.15.5 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.

2.16 Confidentiality and Security Documents:

- 2.16.1 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.

2.17 Prison Rape Elimination Act (PREA) Requirements:

- 2.17.1 The contractor's personnel and agents providing service under the contract and within the security perimeter of the state agency's institution must be at least 18 years of age.
- 2.17.2 Prior to the provision of service, the state agency may conduct a Missouri Uniform Law Enforcement System (MULES) or other background investigation on the contractor's personnel and agents. Such investigation shall be equivalent to investigations required of all personnel employed by the state agency.
- a. The state agency shall have the right to deny access into the institution for any of the contractor's personnel and agents, for any reason. Such denial shall not relieve the contractor of any requirements of the contract.
- 2.17.3 The contractor must obtain written approval from the state agency's Director of the Division of Adult Institutions for any contractor personnel and agents under active federal or state felony or misdemeanor supervision, and contractor personnel and agents with prior felony convictions but not under active supervision, prior to such personnel and agents performing contractual services at the institution.
- 2.17.4 The contractor and the contractor's personnel and agents shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of the state agency that are applicable, regarding operations and activities in and about all state agency property. Furthermore, the contractor and the contractor's personnel and agents shall not obstruct the state agency nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the state agency's policy and procedures relating to personnel conduct.
- a. The state agency has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer-on-offender or offender-on-offender sexual harassment, sexual assault, sexual abusive contact, and consensual sex. The contractor and the contractor's personnel and agents who witness sexual misconduct must immediately report such to the institution's warden. If the contractor, or the contractor's personnel and agents, engage in, fail to report, or knowingly condone sexual misconduct with or between offenders, the contract shall be subject to cancellation, and the contractor or the contractor's personnel and agents may be subject to criminal prosecution.
 - b. If the contractor, or the contractor's personnel and agents, engage in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution, the contractor or the contractor's personnel and agents shall be denied access into the institution.
- 2.17.5 The contractor and the contractor's personnel and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor and the contractor's personnel and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.

2.18 Property of State:

- 2.18.1 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.

2.19 Hazard Communication Safety Data Sheets & Labeling Requirements:

- 2.19.1 The State of Missouri, Division of Purchasing, in accordance with the revised rules and regulations of the Occupational Safety and Health Administration (OSHA) requires that all hazardous chemicals and commodities purchased by the State of Missouri be labeled with warning labels, and either contain a

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

2.20 No Prevailing Wage Work:

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

***** **END OF CONTRACTUAL REQUIREMENTS** *****

3. TECHNICAL & PERFORMANCE REQUIREMENTS

This section of the RFP includes requirements and provisions relating specifically to the contractual and performance requirements of the state agency. The contents of this section include mandatory requirements that will be required of the successful vendor and subsequent contractor. Response to this section by the vendor is requested. The vendor's response, whether responding to a mandatory requirement or to a desired attribute will be binding upon the contractor in the event the proposal is accepted by the state.

3.1 General:

- 3.1.1 Upon request of the state agency, the contractor shall provide on-site repair services that include parts, materials, supplies and labor including transportation necessary to repair various manufacturer brands of industrial and commercial washers and dryers as identified herein. All repair service shall be performed in accordance with manufacturer recommendations as applicable and current industry standards and practices including building codes.
 - a. If the contractor's work is at any time in violation of applicable industry standards or codes, the contractor shall correct the work at no cost to the agency.
- 3.1.2 The contractor must provide parts for the manufacturers identified specific to each region on the Pricing Page. Repair services and parts shall be provided on some, as specific to the identified region, or all of the following major manufacturer brands of industrial and commercial laundry equipment: American Dryer Corporation, UniMac, Cissell, Continental, Speed Queen, Huebsch, IPSO-LSG, B&C Technologies, Maytag, and Dexter.
- 3.1.3 The contractor shall sell parts only to the state agency if so requested as needed, if needed. The contractor must comply with all mandatory requirements and specifications presented herein.
- 3.1.4 All services shall be performed upon request of the facility on an as needed, if needed in one, some, or all regions identified below, (see **Attachments One and Two** for the identification of institutions and laundry equipment corresponding to each institution within each region):
 - a. Central Region - Audrain, Cooper, Callaway, Moniteau and Cole counties.
 - b. Greater Kansas City Region – Jackson County.
 - c. Greater St. Louis Region - Pike, Saint Louis, Washington and St. Francois counties.
 - d. Northeast Region - Livingston County.
 - e. Northwest Region - Nodaway, DeKalb, and Buchanan counties.
 - f. Southeast Region – Mississippi County.
 - g. Southwest Region - Webster and Texas counties.
- 3.1.5 The contractor shall perform all services and to the sole satisfaction of the state agency.
- 3.1.6 The contractor shall understand and agree that any institution may order and work directly with the contractor.
- 3.1.7 The contractor shall coordinate work schedules with the agency for minimal disruption to normal state business occurring at the same time.

- 3.1.8 Repair services shall include trouble shooting the equipment and identifying and replacing any defective wires, connectors, parts etc. necessary to restore the equipment to full operation.
- a. If the trouble shooting reveals a defective part, the contractor shall immediately notify the agency of its findings. If the laundry equipment is repairable and if repair is requested by the agency, the contractor shall provide an itemized estimate for the repair, identifying parts and labor.
 - b. The contractor shall not perform repair services until specifically instructed in writing to do so by the state agency.
 - c. Estimates shall be provided at no additional charge to the state agency.
- 3.1.9 The contractor shall not be responsible for disposing of equipment needing replacement. The state agency shall be responsible for disposing of all non-repairable equipment in accordance with state rules regarding disposal of state surplus property.
- 3.1.10 The contractor must leave the work-site in broom-clean condition, disposing of excess materials and debris consistent with good industry practices and in accordance with local, state and federal rules, laws, etc.
- a. The contractor shall exercise due diligence and accepted industry practices for preventing unnecessary damage to walls and other surfaces.

3.2 Single Point of Contact Requirements:

- 3.2.1 Availability: The contractor shall provide an account representative specifically assigned to the state agency who shall be available on a twenty-four (24) hour, seven (7) day per week basis for state agency contact at no additional cost to the state, (e.g., a customer call center, e-mail address, or phone number).
- a. Single Point of Contact: The assigned contact/designated representative shall be the single point of contact to receive and respond to all requests for service from the state agency, and shall have the express authority to speak, and make decisions on behalf of the contractor.
 - b. Response Time: For routine calls, the assigned contact/designated representative must reply by phone/e-mail to the state agency within sixty (60) minutes of receiving a call/e-mail from the state agency for service for calls made during normal business hours.
 - c. If an emergency is being reported, then the contractor shall respond and perform in compliance with paragraphs 3.6.2 through 3.6.2(c) herein.
 - d. The assigned account representative shall dispatch the appropriate technician to respond to the request for service.
- 3.2.2 By no later than five (5) business days after the award of a contract, the contractor shall provide the state agency with the name, address, and contact information of the designated contractor contact.
- 3.2.3 The name(s) of state agency personnel authorized to call for service shall be provided to the contractor by the state agency upon request.

3.3 Repair Service Response Requirements:

- 3.3.1 The contractor shall assign certified trained technicians to perform contract repair services. It is highly desirable that certified trained technicians assigned to perform service be employees of the contractor.

3.4 Service Technician Requirements:

- 3.4.1 The contractor must provide skilled, experienced and trained service technicians to perform repair service. The contractor shall understand that any of the contractor's personnel performing services pursuant to the contract shall be subject to the final approval of the state agency at any time.
- 3.4.2 The contractor's personnel performing work for the state agency under the contract must be currently trained for each manufacturer brand(s) for which the contractor provides service.
- 3.4.3 Prior to performing any repair services, the service technician shall meet with the designated state agency representative on arrival at the state agency facility and shall follow all security provisions as stated in section 3.5 herein.
- 3.4.4 Prior to commencing repair, the contractor's service technician shall inspect the equipment to determine if repair or replacement is the best action for returning the equipment to its optimal working order.
- 3.4.5 Along with the contractor's recommendation as described above, the contractor shall provide the state agency with all three (3) of the following:
 - a. A guaranteed not-to-exceed total price for the specific repair service that shall be computed using the applicable firm, fixed price per hour prices as stated on the Pricing Page for repair service, and the applicable cost for the parts and materials based on the percentage-off list price for the parts and materials needed for the specific repair.
 - b. An estimated time-line with suggested date(s) for service and estimated number of working hours for completing the repair service.
 - c. A list that details materials, parts and supplies required to complete the specific repair service.
- 3.4.6 "Working hours", as described above, shall be hours actually spent in the state agency facility providing service and shall exclude any travel time.

3.5 Security and Personnel Requirements:

- 3.5.1 The contractor's personnel shall wear clothing which identifies the contractor or subcontractor, and shall possess a picture ID tag visible at all times.
- 3.5.2 The contractor shall comply with the sign-in requirements at each facility prior to beginning service.
- 3.5.3 The contractor shall understand and agree that the state agency shall have the right to deny any of the contractor's personnel access to any facility for any reason.
- 3.5.4 The contractor and the contractor's personnel assigned to the contract must have security clearance prior to performing services under the contract. By no later than fifteen (15) calendar days after the effective date of the contract, the contractor shall provide the following:
 - a. For the contractor's personnel assigned to provide services at any facility, the contractor must submit a list of names, and either a Missouri driver's license and date of birth for all personnel, or a social security number and date of birth for all personnel, to the applicable facility.
 - b. The contractor shall obtain a contractor badge from the state agency. The contractor's personnel shall wear the badge at all times while working at each facility.

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

3.5.5 In addition to the above, the contractor shall conform to the following security procedures.

- a. For services being provided at any state agency facility, the contractor must provide advanced notice prior to arrival. Upon arrival, the contractor and the contractor's personnel must present a photo form of legal identification, the tools being taken into the facilities, and a written inventory of the tools for verification. The contractor shall understand and agree that the contractor's personnel including subcontracted personnel shall be escorted by state agency personnel if performing services at a correctional institution.
- b. The contractor shall understand and agree that the contractor's personnel including any subcontracted personnel shall not be allowed to bring cameras, cell phones or other electronic devices when accessing any institution.

3.6 Service Scheduling Requirement:

3.6.1 Regular Service Hour Requests: The contractor shall respond to regular service hour requests based on the following:

- a. The contractor shall respond on-site to non-emergency service requests by the state agency within 24 hours of the initial call for service to diagnose/troubleshoot the problem, and to begin restoring the equipment to normal function for service requests made Mondays through Thursdays, and by the following Monday when the call is placed on a Friday. The state agency defines the on-site response time as the total elapsed time from when the initial call was placed until the time when the contractor's qualified service technician is present on-site at the calling facility location.
- b. The contractor must render non-emergency calls for service during normal weekday business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday.
- c. The contractor shall restore the equipment to normal operation within twenty-four (24) hours of receiving notification of the request for service.

3.6.2 Emergency Service Requests: The contractor shall respond to emergency service requests based on the following:

- a. The contractor shall respond on-site to emergency service requests by the state agency by servicing the covered unit at any hour of the day or night, seven (7) days per week in order to immediately restore the unit to service.
- b. The contractor shall respond onsite to emergency calls for service within two (2) hours of receiving the initial call for service to diagnose/troubleshoot and restore the equipment to normal function. The state agency defines the on-site response time as the total elapsed time from when the initial call was placed until the time when the contractor's qualified service technician is present on-site at the calling facility location.
- c. The contractor shall agree that service requests made verbally shall be confirmed in writing via email by the state agency.

3.7 Parts Delivery:

3.7.1 The contractor and/or the contractor's subcontractor(s) shall deliver parts for repair in accordance with the contracted delivery times stated herein to the state agency upon receipt of an authorized purchase order or

P-card transaction notice. Delivery shall include unloading shipments at the state agency's dock or other designated unloading site as requested by the state agency. All orders for products must be shipped F.O.B. Destination, Freight Prepaid and Allowed. All orders for products/services received on the last day of the contract, must be shipped/provided at the contract price. All deliveries/services must be coordinated with the state agency.

3.7.2 Orders shall be placed by the state agency. Upon receipt of an authorized purchase order or state purchasing card transaction notice, delivery of products must be made within thirty (30) calendar days.

3.7.3 Delivery must not be made on official state holidays. A list of official state holidays may be found on the State of Missouri website at <http://content.oa.mo.gov/personnel/state-employees/hours-work-overtime-and-holidays>. Arrangements shall be made with the state agency for any delivery which falls on state and/or federal holiday.

3.8 OEM Parts Required When Available:

3.8.1 The contractor shall possess an adequate stock of parts for all laundry equipment components for replacement or emergency repair purposes.

3.8.2 The contractor shall furnish genuine original equipment manufacturer (OEM) replacement parts when available, i.e., not manufacturer-discontinued.

3.8.3 Any substitution for an OEM part must be specifically approved by the state agency's authorized representative for that facility prior to installation.

3.9 Warranty Requirements:

3.9.1 Service: The contractor shall provide a thirty (30) day warranty on labor for the repairs made on equipment and subsequent issues that may arise as a result of the repairs made. The contractor shall make subsequent repairs related to the original repair issue at no additional cost to the State agency.

3.9.2 Parts/Materials/Supplies: The contractor shall provide the standard manufacturer warranty on all parts, materials and supplies provided as part of the repair.

3.10 Estimated Quantities:

3.10.1 The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.

1.2 Replacement of Damaged/Defective Product:

1.2.1 The contractor shall be responsible for repairing or replacing any items or components received in damaged or defective condition at no cost to the State of Missouri. This includes all delivery/transportation costs for returning non-functional items to the contractor for replacement.

1.3 Substitution of Products:

1.3.1 The contractor shall not substitute any item purchased by the state agency from the contractor without prior written approval of the state agency.

3.11 Invoicing Requirements:

3.11.1 The contractor shall accurately invoice per the firm, fixed prices indicated on the Pricing Page. In no event shall the amount paid to the contractor exceed the quoted guaranteed not-to-exceed total price for

repair provided by the contractor and approved by the state agency as set forth herein in paragraph 3.4.5(a).

3.11.2 The invoice submitted must be specific to one purchase order number. The purchase order number must be referenced on the invoice and the invoice must be itemized in accordance with the item(s) listed on the purchase order. Failure to comply with these requirements may delay processing of invoices for payment. Emailed invoices should contain the purchase order number in the subject line.

3.11.3 Each invoice shall include all of the following:

- a. The state agency location, services, parts, materials and supplies provided.
- b. The dates and number of hours of service requests, and the applicable firm, fixed price per hour, per person.
- c. The date of service request and the firm, fixed price for the round trip charge.
- d. The date and number of hours of repair services provided for both regular and emergency service hour requests, and the applicable firm, fixed price per hour, per person.
- e. A listing of the parts and materials installed, the cost for the parts and materials, and the percentage discount off list price for the parts and materials as stated on the Pricing Page. The contractor shall include a copy of invoices/receipts for all parts and materials.

3.11.4 The contractor shall charge for service hours for only the time that the qualified technician is on site at the facility. Services shall be prorated to the quarter-hour.

1.4 Contract Audits:

1.4.1 The agency reserves the right to investigate and/or audit the prices charged by the contractor to the agency, with or without notice to the contractor, at the expense of the agency. If it is determined that the contractor has charged prices to the agency in excess of those agreed to in the contract, the agency shall consider this just cause for cancellation of the contract in its entirety, which may result in the contractor's removal from the list of eligible vendors who may do business with the agency.

***** END OF TECHNICAL & PERFORMANCE REQUIREMENTS *****

4. VENDOR'S SUBMISSION INFORMATION

This section of the RFP includes information and instructions to the vendor that is integral to their proposal submittal. The contents of this section are informational and instructional. Many of the instructional provisions require certain actions by the vendor regarding submission a proposal.

4.1 Contact:

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

4.2 Business Compliance:

- 4.2.1 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 may not 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)

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

4.3 Submission of Proposals:

- 4.3.1 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://missouribuyss.mo.gov/bidboard.html>.

- a. The exhibits, forms, and Pricing Page(s) 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.
- b. In addition, a registered vendor may submit the exhibits, forms, Pricing Page(s), etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.

- c. 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.
- 4.3.2 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.
- a. The proposal should be page numbered.
 - b. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the vendor is requested to print the 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.
 - c. The vendor should include four (4) additional copies along with their original proposal. The front cover of the original proposal should be labeled "original" and the front cover of all copies should be labeled "copy".

4.4 Confidentiality Materials:

- 4.4.1 Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.
- 4.4.2 The Division of Purchasing is a governmental body under Missouri Sunshine Law (chapter 610, RSMo). Section 610.011, RSMo, requires that all provisions be "liberally construed and their exceptions strictly construed" to promote the public policy that records are open unless otherwise provided by law.
- 4.4.3 Regardless of any claim by a vendor as to material being confidential and not subject to copying or distribution, or how a vendor characterizes any information provided in its proposal, all material submitted by the vendor in conjunction with the RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see chapter 610, RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri's Sunshine Law will be treated as a closed record by the Division of Purchasing and withheld from any public request submitted to Division of Purchasing after award. Vendors should presume information provided to Division of Purchasing in a proposal will be public following the award of the contract or after rejection of all proposals and made available upon request in accordance with the provisions of state law. The vendor's sole remedy for the state's denial of any confidentiality request shall be limited to withdrawal of their proposal in its entirety.
- 4.4.4 In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
- a. Vendor's entire proposal;
 - b. Vendor's pricing;
 - c. Vendor's proposed method of performance including schedule of events and/or deliverables;
 - d. Vendor's experience information including customer lists or references;

- e. Vendor's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021, RSMo).

- 4.4.5 On-line Proposal – If a registered vendor is responding electronically through the MissouriBUYS System website, in the event the registered vendor attaches information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be attached as a separate document and must have the box “Confidential” selected when attaching the document. If the “Confidential” box is not selected when attaching the document, the document must be clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor's failure to follow these instructions shall relieve the state of any obligation to preserve the confidentiality of the documents.
- 4.4.6 Hard Copy Proposal – If the vendor is submitting a proposal via the mail or a courier service or is hand delivering the proposal, in the event the vendor does submit information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be separated, sealed, and clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor's failure to follow this instruction shall relieve the state of any obligation to preserve the confidentiality of the documents.
- 4.4.7 Imaging Ready – Except for any portion of a proposal qualifying as confidential as determined by the Division of Purchasing as specified above, after a contract is executed or all proposals are rejected, 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 and 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. Also, 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 proposal and should limit proposal content to items that provide substance, quality of content, and clarity of information.

4.5 Compliance with Terms and Conditions:

- 4.5.1 The vendor is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the RFP and its contractual requirements. The vendor agrees that in the event of conflict between any of the vendor's terms and conditions and those contained in the RFP, that the RFP shall govern. Taking exception to the State's terms and conditions may render a vendor's proposal unacceptable and remove it from consideration for award.
- 4.5.2 Vendors are cautioned that the State of Missouri will not award a non-compliant proposal and, as a result, any vendor indicating non-compliance with any requirements, terms, conditions and provisions of the RFP will be eliminated from further consideration for award unless the State exercises its sole option to competitively negotiate the respective proposal(s) and the vendor resolves the noncompliant issues.

4.6 Proposal Detail Requirements and Deviations:

- 4.6.1 It is the vendor's responsibility to submit a proposal that meets all mandatory specifications stated herein. The vendor should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the RFP. Any deviation from a mandatory requirement may render the proposal non-responsive. Any deviation from a desirable specification may be reviewed by the state as to its acceptability and impact on competition.

- 4.6.2 **Vendors should note:** A descriptive brochure of the model proposed may not be acceptable as clear identification of deviations from the written specification.

4.7 Competitive Negotiation of Proposals:

- 4.7.1 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:
- a. Negotiations may be conducted in person, in writing, or by telephone.
 - b. 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.
 - c. 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.
 - d. 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.

4.8 Evaluation and Award Process:

- 4.8.1 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:

Evaluation Criteria Scoring Category	Maximum Points
Cost	100
Vendor's Experience and Reliability	30
Proposed Method of Performance and Contractor Support	60
MBE/WBE Participation	10
TOTAL	200

- 4.8.2 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.
- 4.8.3 In order to provide adequate equipment, installation, and repair coverage throughout the state, the State of Missouri anticipates awarding multiple contracts to ensure adequate coverage.

4.9 Price Submission:

- 4.9.1 The vendor shall submit pricing for one, some, or all seven (7) identified regions on the Pricing Page of the RFP. The vendor has the option of proposing serving one, some, or all regions; however, the vendor must provide all applicable pricing and discount percentages for all line items in each region they choose to offer. For example, if a vendor proposes to provide equipment and services to the Central Region, the vendor must provide a firm, fixed hourly rate for all line items in the Central Region, items 1 through 10. All pricing shall be considered firm for the duration of the contract period indicated on the Notice of Award page of the contract. The vendor must submit original and renewal contract period pricing for all line items in the region(s) the vendor is proposing.

4.9.2 All prices including discounts shall be quoted **F.O.B. Destination, Freight Prepaid and Allowed**. The firm, fixed discount percentages shall remain the same throughout the duration of the contract, including renewal periods.

- a. If the vendor does not intend to offer a discount percentage, the vendor should indicate zero (0).
- b. If the discount percentage is left blank, the discount shall be interpreted as zero (0) discount.

4.9.3 Parts/Materials/Supplies: The bidder shall state a firm, fixed percentage discount off the Manufacturer's Suggested Retail Price for parts/materials/supplies. The bidder shall agree and understand that the percentage off the Manufacturer's Suggested Retail Price shall remain firm and unchanged for the entire term of the contract.

4.10 Evaluation of Cost:

4.10.1 The evaluation shall cover the original contract period plus the renewal contract periods. The cost evaluation shall include all mandatory requirements.

4.10.2 A separate cost evaluation shall be completed for each region. The cost evaluations shall be conducted in the following manner:

- a. The firm, fixed hourly rate for regular service hour requests shall be applied to an arbitrary figure of twenty (20) hours to determine an annual price for regular hour service requests.
- b. The firm, fixed hourly rate for emergency service hour requests shall be applied to an arbitrary figure of four (4) hours to determine an annual price for service hour requests.
- c. The firm, fixed round-trip charge shall be applied to an arbitrary quantity of one (1) to determine the annual price for round trip charges.
- d. The firm, fixed discount percentages shall each be applied to an arbitrary purchase price of \$3,000.00 per year to arrive at a total price.
- e. Subtotals from each step (a) through (d) calculated for the original and the renewal periods shall be added together to determine a region grand total price.

4.10.3 Cost points for the specific region shall be calculated based on the sum from the above calculation using the following formula:

$$\frac{\text{Lowest Responsive Bidder's Price}}{\text{Compared Bidder's Price}} \times \frac{\text{Maximum Available Cost Points}}{100} = \text{Cost evaluation points for the specific region}$$

4.11 Evaluation of Vendor's Experience and Reliability:

4.11.1 Experience and reliability of the vendor's organization will be considered subjectively in the evaluation process. Therefore, the vendor is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

4.11.2 The vendor should provide the following information related to previous and current contracts performed by the vendor's organization and any proposed subcontractors which are similar to the requirements of

this RFP. The information may be shown on the form attached as **Exhibit A** to this RFP or in a similar manner.

- a. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
- b. Dates of the service/contract; and
- c. A brief, written description of the specific prior services performed and requirements thereof.

4.12 Evaluation of Proposed Method of Performance and Contractor Support:

- 4.12.1 The vendor should describe how it intends to satisfy the requirements stated in Section 3 of the RFP. **Exhibit B** is provided to present this information. The vendor should present a detailed description of how the vendor proposes to perform all tasks as specified herein.
- 4.12.2 The vendor should write below each item a description of how, when, by whom, with what, where, etc., the requirements will be satisfied and otherwise detail the vendor's understanding of the requirements and ability to successfully perform.
- 4.12.3 In particular, the vendor should address each task to be performed as listed in Section 3 of the RFP. The vendor's response should be straightforward and limited to facts, solutions to problems, and plans of action. The vendor should respond to Section 3 of the RFP and information requested on **Exhibit B**. Evaluators will be assessing information provided on **Exhibit B** including, but not limited to, logistical resources and available levels of support to serve the state agency. The vendor shall understand and agree that this listing of considerations is not intended to be exhaustive regarding evaluation considerations.
- 4.12.4 It is the vendor's responsibility to submit a proposal that meets all mandatory specifications stated herein. The vendor should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the RFP. Any deviation from a mandatory requirement may render the proposal non-responsive. Any deviation from a desirable specification may be reviewed by the state as to its acceptability and impact on competition.

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

- 4.13.1 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.
 - a. 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.
 - b. 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.

- c. 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.)

4.13.2 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:

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

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

$\frac{\text{Vendor's Proposed MBE \%} \leq 10\% + \text{WBE \%} \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}}$	x	Maximum MBE/WBE Participation Evaluation points (10)	=	Assigned MBE/WBE Participation points
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4.13.4 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.

- a. **Participation Commitment** - If the vendor is proposing MBE/WBE participation, the vendor must complete **Exhibit C**, 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.
- b. **Documentation of Intent to Participate** – The vendor must either provide a properly completed **Exhibit D**, 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 recently dated 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.)

NOTE: If the vendor submitting the proposal is a qualified MBE and/or WBE, the vendor is not required to complete **Exhibit D**, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

4.13.5 Commitment - If the vendor's proposal is awarded, the percentage level of MBE/WBE participation committed to by the vendor on **Exhibit C**, Participation Commitment shall be interpreted as a contractual requirement.

4.13.6 Definition -- Qualified MBE/WBE:

- a. 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.
- b. 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.
- c. 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.

4.13.7 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
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://oco.mo.gov>

4.14 Preference for Organizations for the Blind and Sheltered Workshops/Service-Disabled Veteran Business Enterprises (SDVEs):

Organizations for the Blind and Sheltered Workshops

4.14.1 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 State agency of Elementary and Secondary Education pursuant to section 178.920, RSMo.

- a. In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:
 - 1) The 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.
 - 2) The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.

Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the 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.

- 3) 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 C** 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 D**, 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 (c.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 D**, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

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

Service-Disabled Veteran Business Enterprises (SDVEs)

4.14.2 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.

- a. In order to qualify for the three bonus points, the following conditions must be met and the following evidence must be provided:
 - 1) 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.

- 2) 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.
- 3) 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 C**, 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 D**, 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 Purchasing, the vendor must provide the following Service-Disabled Veteran (SDV) documents:
 - ✓ a copy of the SDV's award letter from the State agency 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:

- a) 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 D**, Documentation of Intent to Participate Form or provide a recently dated letter of intent.
- b) 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://oa.mo.gov/sites/default/files/sdvelisting.pdf>

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

c. Definition - Qualified SDVE:

- 1) 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;

- 2) 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;
- 3) SDVE has the management and daily business operations controlled by one (1) or more SDVs;
- 4) SDVE has a copy of the SDV's award letter from the State agency 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
- 5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

4.15 Executive Order 04-09, Offshore:

- 4.15.1 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 with the proposal.

4.16 Affidavit of Work Authorization and Documentation:

- 4.16.1 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 E**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of **Exhibit E** must be submitted prior to an award of a contract.

***** **END OF VENDOR'S SUBMISSION INFORMATION** *****

PRICING PAGE

The vendor shall submit pricing for one, some, or all seven (7) identified regions on the Pricing Page of the RFP. The vendor has the option of proposing to service one, some, or all regions; however, the vendor must provide all applicable pricing and discount percentages for all line items in each region they choose to offer. For example, if a vendor proposes to provide equipment and services to the Central Region, the vendor must respond to all line items in the Central Region, e.g., items 1 through 10. All pricing shall be considered firm for the duration of the contract period indicated on the Notice of Award page of the contract. The vendor must submit original and renewal contract period pricing for all line items in the region(s) the vendor is proposing.

All prices including discounts shall be quoted **F.O.B. Destination, Freight Prepaid and Allowed**. The firm, fixed discount percentages shall remain the same throughout the duration of the contract, including renewal periods.

- a. If the vendor does not intend to offer a discount percentage, the vendor should indicate zero (0).
- b. If the discount percentage is left blank, the discount shall be interpreted as zero (0) discount.

Parts/Materials/Supplies: The bidder shall state a firm, fixed percentage discount off the Manufacturer's Suggested Retail Price for parts/materials/supplies. The bidder shall agree and understand that the percentage off the Manufacturer's Suggested Retail Price shall remain firm and unchanged for the entire term of the contract.

Note About Renewal Options:

The Division of Purchasing shall have the sole option to renew the contract in one (1) year increments or a portion thereof, for a maximum total of two (2) additional years. The vendor must indicate the maximum price applicable to the renewal option periods. The vendor must respond with firm, fixed renewal pricing, NOT a percentage of increase or decrease. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

CENTRAL REGION – 6 Facilities				
Line Item	Description	Original Contract Period Firm, Fixed Price	1st Renewal Period Maximum Price	2nd Renewal Period Maximum Price
1	Regular Service Hour Requests	\$ <u>69</u> Hourly Rate (Per Person)	\$ <u>72</u> Hourly Rate (Per Person)	\$ <u>75</u> Hourly Rate (Per Person)
2	Emergency Service Hour Requests	\$ <u>138</u> Hourly Rate (Per Person)	\$ <u>144</u> Hourly Rate (Per Person)	\$ <u>150</u> Hourly Rate (Per Person)
3	Round Trip Charge	\$ <u>240</u> Per Trip	\$ <u>247</u> Per Trip	\$ <u>255</u> Per Trip
4	American Dryer Company (ADC)	Parts Discount <u>10</u> %		
5	UniMac	Parts Discount <u>20</u> %		
6	Continental	Parts Discount <u>20</u> %		
7	Cissell	Parts Discount <u>20</u> %		
8	IPSO-LSG	Parts Discount <u>20</u> %		
9	Huebsch	Parts Discount <u>20</u> %		
10	B&C Technologies	Parts Discount <u>15</u> %		

If a dollar amount is not proposed (i.e., left blank), the state shall have the right to execute the option at the same price(s) proposed for the original contract period. Vendors are cautioned that a vendor's quote of \$0.00 will be interpreted literally as a zero-price item which may render the proposal non-responsive if the vendor does not intend to offer the product or service at a price of \$0.00.

The only prices that may change during the renewal of the contract are the hourly rates for repair and installation, and the trip charge. The job estimation fee and Mark-Up percentage on catalog/price lists shall remain the same for the duration of the contract including renewal periods.

In conducting the cost evaluation, the State of Missouri will evaluate pricing that determines the potential maximum financial liability to the State of Missouri.

C/S Code: 47110000
Industrial laundry and dry cleaning equipment

GREATER KANSAS CITY REGION – 1 Facility				
Line Item	Description	Original Contract Period Firm, Fixed Price	1 st Renewal Period Maximum Price	2 nd Renewal Period Maximum Price
11	Regular Service Hour Requests	\$ <u>69</u> Hourly Rate (Per Person)	\$ <u>72</u> Hourly Rate (Per Person)	\$ <u>75</u> Hourly Rate (Per Person)
12	Emergency Service Hour Requests	\$ <u>138</u> Hourly Rate (Per Person)	\$ <u>144</u> Hourly Rate (Per Person)	\$ <u>150</u> Hourly Rate (Per Person)
13	Round Trip Charge	\$ <u>74⁹⁵</u> Per Trip	\$ <u>77²⁰</u> Per Trip	\$ <u>79⁵²</u> Per Trip
14	Huebsch	Parts Discount		%

NORTHEAST REGION – 1 Facility				
Line Item	Description	Original Contract Period Firm, Fixed Price	1 st Renewal Period Maximum Price	2 nd Renewal Period Maximum Price
27	Regular Service Hour Requests	\$ <u>69</u> Hourly Rate (Per Person)	\$ <u>72</u> Hourly Rate (Per Person)	\$ <u>75</u> Hourly Rate (Per Person)
28	Emergency Service Hour Requests	\$ <u>138</u> Hourly Rate (Per Person)	\$ <u>144</u> Hourly Rate (Per Person)	\$ <u>150</u> Hourly Rate (Per Person)
29	Round Trip Charge	\$ <u>220</u> Per Trip	\$ <u>226.60</u> Per Trip	\$ <u>233.40</u> Per Trip
30	UniMac		Parts Discount	%
31	Speed Queen		Parts Discount	%

GREATER ST. LOUIS REGION – 4 Facilities				
Line Item	Description	Original Contract Period Firm, Fixed Price	1 st Renewal Period Maximum Price	2 nd Renewal Period Maximum Price
15	Regular Service Hour Requests	\$ <u>69</u> Hourly Rate (Per Person)	\$ <u>72</u> Hourly Rate (Per Person)	\$ <u>75</u> Hourly Rate (Per Person)
16	Emergency Service Hour Requests	\$ <u>138</u> Hourly Rate (Per Person)	\$ <u>144</u> Hourly Rate (Per Person)	\$ <u>150</u> Hourly Rate (Per Person)
17	Round Trip Charge	\$ <u>120</u> Per Trip	\$ <u>123.60</u> Per Trip	\$ <u>127.31</u> Per Trip
18	Braun		Parts Discount	<u>10</u> %
19	UniMac		Parts Discount	<u>20</u> %
20	Mitrol Mark II		Parts Discount	<u>10</u> %
21	Speed Queen		Parts Discount	<u>20</u> %
22	Maytag		Parts Discount	<u>0</u> %
23	IPSO		Parts Discount	<u>20</u> %
24	B&C Technologies		Parts Discount	<u>10</u> %
25	Roper		Parts Discount	<u>0</u> %
26	Dexter		Parts Discount	<u>20</u> %

NORTHWEST REGION – 3 Facilities				
Line Item	Description	Original Contract Period Firm, Fixed Price	1 st Renewal Period Maximum Price	2 nd Renewal Period Maximum Price
32	Regular Service Hour Requests	\$ <u>69</u> Hourly Rate (Per Person)	\$ <u>72</u> Hourly Rate (Per Person)	\$ <u>75</u> Hourly Rate (Per Person)
33	Emergency Service Hour Requests	\$ <u>138</u> Hourly Rate (Per Person)	\$ <u>144</u> Hourly Rate (Per Person)	\$ <u>150</u> Hourly Rate (Per Person)
34	Round Trip Charge	\$ <u>205</u> Per Trip	\$ <u>211.15</u> Per Trip	\$ <u>217.48</u> Per Trip
LINE ITEM	MANUFACTURER		FIRM FIXED DISCOUNT	
35	Cissell		Parts Discount	<u>20</u> %
36	Maytag		Parts Discount	<u>0</u> %
37	B&C Technologies		Parts Discount	<u>15</u> %
38	UniMac		Parts Discount	<u>20</u> %
39	Speed Queen		Parts Discount	<u>20</u> %

SOUTHEAST REGION – 1 Facility				
Line Item	Description	Original Contract Period Firm, Fixed Price	1 st Renewal Period Maximum Price	2 nd Renewal Period Maximum Price
40	Regular Service Hour Requests	\$ <u>69</u> Hourly Rate (Per Person)	\$ <u>72</u> Hourly Rate (Per Person)	\$ <u>75</u> Hourly Rate (Per Person)
41	Emergency Service Hour Requests	\$ <u>138</u> Hourly Rate (Per Person)	\$ <u>144</u> Hourly Rate (Per Person)	\$ <u>150</u> Hourly Rate (Per Person)
42	Round Trip Charge	\$ <u>300</u> Per Trip	\$ <u>309</u> Per Trip	\$ <u>318.27</u> Per Trip
43	Maytag		Parts Discount	<u>0</u> %
	UniMac		Parts Discount	<u>20</u> %

SOUTHWEST REGION – 2 Facilities

Line Item	Description	Original Contract Period Firm, Fixed Price	1 st Renewal Period Maximum Price	2 nd Renewal Period Maximum Price
45	Regular Service Hour Requests	\$ <u>69</u> Hourly Rate (Per Person)	\$ <u>72</u> Hourly Rate (Per Person)	\$ <u>75</u> Hourly Rate (Per Person)
46	Emergency Service Hour Requests	\$ <u>138</u> Hourly Rate (Per Person)	\$ <u>144</u> Hourly Rate (Per Person)	\$ <u>150</u> Hourly Rate (Per Person)
47	Round Trip Charge	\$ <u>313</u> Per Trip	\$ <u>322.39</u> Per Trip	\$ <u>332.06</u> Per Trip
48	American Dryer Company		Parts Discount	<u>10</u> %
49	Cissell		Parts Discount	<u>20</u> %
50	Senior		Parts Discount	<u>0</u> %
51	UniMac		Parts Discount	<u>20</u> %

Employee Bidding/Conflict of Interest:

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

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

If employee of the State of Missouri or political subdivision thereof, provide name of 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:

_____ %

Employee Bidding/Conflict of Interest:

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

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

If employee of the State of Missouri or political
subdivision thereof, provide name of 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:

_____ %

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 offeror MUST disclose such fact and provide details in the space below or on an attached page.

Are any of the offeror's proposed products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No <u>X</u>
If YES, do the proposed products/services satisfy the conditions described in 4a, b, c, or d of Executive Order 04-09? (see the following web link: http://sl.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:

- ☐ a. Unique good or service.
 - EXPLAIN: _____
- ☐ b. Foreign firm hired to market Missouri services/products to a foreign country.
 - Identify foreign country: _____
- ☐ c. Economic cost factor exists
 - EXPLAIN: _____
- ☐ d. 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: _____

EXHIBIT A**VENDOR'S EXPERIENCE & RELIABILITY**

The evaluation of the vendor's proposed experience and reliability shall be subjective based on the ability of the vendor to perform the requirements stated herein. Therefore, the vendor should present detailed information regarding their experience and reliability. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

The vendor should provide a brief company history, including the founding date and number of years in business as currently constituted:

RJ Kool has been in business since 1961. We have
been serving laundries for 56 years.

The vendor should identify its experience providing laundry equipment repair and service:

RJ Kool presently has 6 service techs, 3 installers, 1 service
manager and over 200 years of laundry knowledge ready
to serve the state of Missouri.

VENDOR'S REFERENCES

Company Name: Missouri Veterans Home - Cape Girardeau

Contact Name: Janet Cook

Contact's Title: Director of Laundry

City: Cape Girardeau State: MO

Telephone Number and Area Code: 573-290-5870 x 5897

E-mail Address: janet.cook@mvc.dps.mo.gov

Description of Equipment/Services Furnished: Laundry Equipment & Repair Equipment

Availability of Reference: M-F Normal business hours

=====
Company Name: Americare

Contact Name: Brian Donner

Contact's Title: Regional Operations

City: Columbia State: MO

Telephone Number and Area Code: 573-356-0380

E-mail Address: bdonner@americareusa.net

Description of Equipment/Services Furnished: Laundry Equipment & Repair of Equipment

Availability of Reference: M-F Normal Business hours

EXHIBIT B REVISED BY BAFO REQUEST #001**EXHIBIT B****PROPOSED METHOD OF PERFORMANCE AND CONTRACTOR SUPPORT**

The evaluation of the vendor's proposed method of performance and contractor support will be subjective and based on information the vendor presents in response to the RFP. The vendor should address each item stated below. Additional information can be submitted as the vendor deems necessary. The vendor's response should be straight forward and limited to facts, solutions to problems, and plans of action. The state reserves the right to use this information, including information gained from any other source in the evaluation process.

Implementation:

The vendor should check the region(s) listed below the vendor proposes to serve. Reference **Attachment One** or the Pricing Page for a complete list of locations.

Note: The vendor must be able to service all counties within a region.

Check the Region(s) the Vendor Proposes to Serve	
Central Region	✓
Greater Kansas City Region	✓
Greater St. Louis Region	✓
Northeast Region	✓
Northwest Region	✓
Southeast Region	✓
Southwest Region	✓

Contract Implementation: The vendor should identify the number of calendar days from notice of contract award until the contract is fully implemented, i.e., when the state agency can start placing orders:

As soon as contract is awarded.

Response Time: The vendor should indicate its guaranteed response time or turn-around time from the time a service call is placed until the vendor can perform service:

guaranteed response of 48 hours from initial call

Repair Response Time: The vendor should identify the number of business days after receipt of order (ARO) that repair service would start for any repair request:

As soon as we receive the ARO we would order parts and schedule the repair.

Contractor Support:

The vendor should address its escalation procedure. The vendor should provide an organizational chart showing the staffing and lines of authority for the key personnel to be utilized. The relationship from management to support personnel should be clearly illustrated:

Main point of contact	Scott Mueller
Service Manager	Mark Whalen
Vice President	Darren Harding
President	Bill Kimmel

The vendor should provide the following information regarding the primary person designated to serve as a **single point of contact** for the Missouri contract regarding all contract issues including, but not limited to, ordering, invoicing, installation, repair, and payment:

PRIMARY CONTACT:

Name/Title: Scott Mueller

Telephone Number: 636-248-1044

Fax Number: 314-991-4034

E-Mail Address: Scott@RSKool.com

The vendor should provide the following information regarding a secondary person designated to serve as a back-up for the Missouri contract, if available:

SECONDARY CONTACT:

Name/Title: Mark Whalen Service Manager

Telephone Number: 800-345-4551 option 2

Fax Number: 314-991-4034

E-Mail Address: mark@RSKool.com

The vendor should complete the following information as it relates to their ability to service and support the state agency:

Primary Business Location: We have two locations

12935 Gravois RD St Louis mo 63127

234 W 12th Avenue N Kansas City mo 64116

Primary Business Hours:

M-F 8:00-4:30

The vendor should indicate the number of technicians available to send out on a service/installation call:

10

The vendor should indicate if the technicians are employees of the contractor:

employees

The vendor should describe the expertise (i.e., experience and certification level) of the technicians that will be installing and repairing equipment (please identify by manufacturer, e.g., Cissell, Unimac, Maytag, etc. as it applies):

All technicians are Level 5 unimac certifiedAll technicians are certified by Alliance Laundry Systems

The vendor should indicate if the technicians hold current manufacturer certifications on particular brands of equipment, (e.g., Cissell, Unimac, Maytag, etc.)

Unimac level 5 certification**Warranty:**

The vendor shall provide at minimum the manufacturer's standard warranty on new laundry equipment parts. *The vendor should state their warranty coverage on labor repairs if different from the required thirty (30) day warranty coverage on labor repair.* The vendor should detail below the length of warranty provided. All warranty coverage shall commence upon acceptance by the state.

Warranty on Parts: One year limited warrantyWarranty on Labor: 30 days**Invoicing:**

The vendor should describe its invoicing procedure, e.g., ability to provide itemized invoices, address invoicing questions, etc.:

We have Full capabilities utilizing Digital
Invoicing and Digital Signature capture.
We also have a full office of support
personnel

Auditing:

The vendor should address how it will assist the state agency in conducting contract audits.

We are able to digitally search records
for required information.

Compliance:

The vendor should verify below their compliance with all of Section 3 Technical & Performance Requirements of the RFP.

Yes we can meet all reasonable requests of Section 3.

Missouri Economic Impact:

In addition, the vendor should provide detailed information below concerning the services performed in the State of Missouri:

The vendor should 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.

We have 18 employees in the State of
Missouri.

The vendor should provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

\$150,000

The vendor should 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.

12935 Gravois RD St. Louis MO 63127

234 W. 12th Avenue North Kansas City MO 64116

24 employees

EXHIBIT C
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 <i>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.</i>
1. RS Kool Company	100 %	Product/Service(s) proposed: All RFP Paragraph References: All
2.	%	Product/Service(s) proposed: RFP Paragraph References:
Total MBE Percentage:	100 %	

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 <i>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.</i>
1.	%	Product/Service(s) proposed: RFP Paragraph References:
2.	%	Product/Service(s) proposed: RFP Paragraph References:

Total WBE Percentage:	%	
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EXHIBIT C (continued)**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 <i>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.</i>
1.	Product/Service(s) proposed:
	RFP Paragraph References:
2.	Product/Service(s) proposed:
	RFP Paragraph References:

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 <i>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.</i>
1.	%	Product/Service(s) proposed:
2.		Product/Service(s) proposed:
	%	RFP Paragraph References:
Total SDVE Percentage:	%	

THIS CERTIFIES THAT

RJ Kool Company of Missouri



* Nationally certified by the: **MOUNTAIN PLAINS MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 811310; 423850

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

09/02/2016

Issued Date

MP01048

Certificate Number

A handwritten signature in cursive script, reading "Joset Wright-Lacy".

Joset B. Wright-Lacy

09/02/2017

Expiration Date

A handwritten signature in cursive script, reading "Stan Sena".

Stan Sena, President/CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

EXHIBIT D**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: _____

RS Kowl Company

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.

☒ MBE _____ WBE _____ Indicate appropriate business classification(s):
 _____ Organization for the Blind _____ Sheltered Workshop _____ SDVE

Name of Organization: RS Kowl Company
 (Name of MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)

Contact Name: Scott Mueller Email: Scott@RSKowl.com

Address (If SDVE, provide MO Address): 234 W 14th Avenue Phone #: 636-248-1044

City: N Kansas City Fax #: 314-991-4034

State/Zip: MO 64116 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:

Service And Repair of Land Equipment

Authorized Signature: _____

 Authorized Signature of Participating Organization
 (MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)

8/21/2017
 Date
 (Dated no earlier than the RFP issuance date)

EXHIBIT D (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 State agency 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 Purchasing and therefore have enclosed the SDV documents.
- ☐ Yes, I previously submitted the SDV documents specified above within the past five (5) years to 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.ia.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to 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, Purchasing will remove the SDVE and associated SDV from the database.)

FOR STATE USE ONLY

SDV Documents - Verification Completed By:

Buyer

Date

EXHIBIT E**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 _____ RFPC30034901700229 and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the _____ State agency of Corrections 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 E, 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 RS Kool Corp (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Scott Mueller
Authorized Business Entity Representative's
Name (Please Print)

[Signature]
Authorized Business Entity
Representative's Signature

RS Kool Corp
Business Entity Name

8/21/17
Date

Scott @ RS Kool. com
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) 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 State agency 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 E, continuedAFFIDAVIT 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.

I, William Kimmel (Name of Business Entity Authorized Representative) as President (Position/Title) first being duly sworn on my oath, affirm RS KOOL (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 RS KOOL (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.)

[Signature]
Authorized Representative's Signature

William Kimmel
Printed Name

President
Title

9/20/17
Date

WKimmel@rskool.com
E-Mail Address

219946
E-Verify Company ID Number

Subscribed and sworn to before me this 20 of Sept 2017. I am

commissioned as a notary public within the County of Johnson, State of

Kansas, and my commission expires on 4/25/2020

[Signature]
Signature of Notary

9-20-2017
Date





Company ID Number: 414482

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and R J Kool Company (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



Company ID Number: 414482

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and



Company ID Number: 414482

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo



Company ID Number: 414482

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

Company ID Number: 414482

uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-



Company ID Number: 414482

Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,



Company ID Number: 414482

whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with



Company ID Number: 414482

Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it



Company ID Number: 414482

determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.



Company ID Number: 414482

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.



Company ID Number: 414482

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



Company ID Number: 414482

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer R J Kool Company	
William J Kimmel Name (Please Type or Print)	Title
Electronically Signed Signature	05/11/2011 Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)	Title
Electronically Signed Signature	05/11/2011 Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	R J Kool Company
Company Facility Address:	234 W 12th Avenue
	North Kansas City, MO 64116
Company Alternate Address:	
County or Parish:	CLAY
Employer Identification Number:	420983912



Company ID Number: 414482

North American Industry Classification Systems Code:	811
Administrator:	RJ Kool Company
Number of Employees:	20 to 99
Number of Sites Verified for:	2
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">MISSOURI 2 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	William Kimmel		
Telephone Number:	(816) 474 - 9274	Fax Number:	(816) 474 - 2141
E-mail Address:	bkimmel@rjkool.com		

EXHIBIT E, 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 State agency 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

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

ATTACHMENT ONE

CENTRAL REGION	
ALGOA CORRECTIONAL CENTER 8501 No More Victims Rd. Jefferson City, MO 65101 PH: 573-751-3224	BOONVILLE CORRECTIONAL CENTER 1216 East Morgan Street Boonville, MO 65233 PH: 660-882-6521
CREMER THERAPEUTIC CENTER 689 Route O Fulton, MO 65251 PH: 573-595-4013	JEFFERSON CITY CORRECTIONAL CENTER 8416 No More Victims Road Jefferson City, MO 65101 PH: 573-751-3224
TIPTON CORRECTIONAL CENTER 619 N. Osage Avenue Tipton, MO 65081 PH: 660-433-2031	WOMEN'S EASTERN RECEPTION & DIAGNOSTIC CENTER 1011 E. Highway 54, Vandalia, MO 63382 PH: 660-582-6542

GREATER KANSAS CITY REGION
KANSAS CITY RE-ENTRY CENTER 651 Mulberry Street Kansas City, MO 64106 PH: 816-842-7467

GREATER ST. LOUIS REGION	
EASTERN RECEPTION & DIAGNOSTIC CENTER 2727 Highway K Bonne Terre, MO 63628 PH: 573-358-5516	MISSOURI EASTERN CORRECTIONAL CENTER 18701 Old Highway 66 Pacific, MO 63069 PH: 636-257-3322
NORTHEAST CORRECTIONAL CENTER 13698 Airport Road Bowling Green, MO 63334 PH: 573-324-9975	POTOSI CORRECTIONAL CENTER 11593 State Highway O Mineral Point, MO 63660 PH: 573-438-6000

NORTHEAST REGION
CHILLICOTHE CORRECTIONAL CENTER 3151 Litton Road Chillicothe, MO 64601 PH: 660-646-4032

NORTHWEST REGION	
MARYVILLE TREATMENT CENTER 30227 US Highway 136 Maryville, MO 64468 PH: 573-594-6686	WESTERN MISSOURI CORRECTIONAL CENTER 609 E. Pence Road Cameron, MO 64429 PH: 816-632-1390
WESTERN RECEPTION & DIAGNOSTIC CORRECTIONAL CENTER 3401 Faraon Street St. Joseph, MO 64506 PH: 816-387-2158	

(ATTACHMENT ONE continues on next page)

ATTACHMENT ONE (Continued)

SOUTHEAST REGION	
SOUTHEAST CORRECTIONAL CENTER	
300 E. Pedro Simmons Drive	
Charleston, MO 63834	
PH: 573-683-4409	

SOUTHWEST REGION	
OZARK CORRECTIONAL CENTER	SOUTH CENTRAL CORRECTIONAL CENTER
929 Honor Camp Lane	255 W. Highway 32
Fordland, MO 65652	Licking, MO 65542
PH: 417-767-4494	PH: 573-674-4470

***** *END of ATTACHMENT ONE******

**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, vendor, 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, vendor, 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://missouribuyss.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://missouribuyss.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 date 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.
- n. 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.

Revised 10-19-15

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