

# INVITATION FOR BID



**Missouri Department of Corrections  
Fiscal Management Unit  
Purchasing Section  
2729 Plaza Drive, P.O. Box 236  
Jefferson City, MO 65102**

**Buyer of Record:  
Danice Chaidez  
Procurement Officer II  
Telephone: (573) 522-2109  
[danice.chaidez@doc.mo.gov](mailto:danice.chaidez@doc.mo.gov)**

# ***IFB931Y17708333*** **AMENDMENT 001**

**Hotel/Motel Accommodations - St. Joseph Area**

**FOR**

**Department of Corrections  
Western Region Training Center**

**Amendment 1 revises the date below**

**Contract Period: September 1, 2017 through  
August 31, 2018**

**Date of Issue: July 12, 2017**

**Page i of 45**

**Bids Must Be Received No Later Than:**

**2:00 p.m., August 3, 2017**

Bids may be submitted electronically through MissouriBUYs only or a hard-copy bid may be submitted. Hard-copy bids must be **SEALED and be delivered to the Missouri Department of Corrections, Purchasing Section, 2729 Plaza Drive, Jefferson City, MO 65109, or P.O. Box 236, Jefferson City, MO 65102.** The bidder should clearly identify the IFB number on the lower right or left-handed corner of the container in which the bid is submitted to the Department. This number is essential for identification purposes.

We hereby agree to provide the services and/or items, at the price quoted, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Corrections, a binding contract, as defined herein, shall exist. The authorized signer of this document certifies that the contractor (named below) and each of its principals are not suspended or debarred by the federal government.

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

MissouriBUYs System ID : \_\_\_\_\_

Email: \_\_\_\_\_

Authorized Signer's Printed Name and Title \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Bid Date \_\_\_\_\_

## NOTICE OF AWARD:

This bid is accepted by the Missouri Department of Corrections as follows:

Contract No. \_\_\_\_\_

\_\_\_\_\_  
Cari Collins, Director, Division of Human Services

\_\_\_\_\_  
Date

*The original cover page, including amendments, should be signed and returned with the bid.*

**Amendment #001 for IFB931Y17708333**

**Title: Hotel/Motel Accommodations - St. Joseph Area**

**Contract Period: September 1, 2017 through August 31, 2018**

**PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED IFB931Y17708333 IS HEREBY AMENDED AS FOLLOWS:**

1. The following contain a change as a result of Amendment #001:

- Cover Page, Section: Contract Period

**All other requirements, specifications, terms and conditions for IFB931Y17708333 remain the same.**

Note: The revisions made as results of this amendment have been *italicized* and **bolded**.

# INVITATION FOR BID



**Missouri Department of Corrections  
Fiscal Management Unit  
Purchasing Section  
2729 Plaza Drive, P.O. Box 236  
Jefferson City, MO 65102**

**Buyer of Record:  
Danice Chaidez  
Procurement Officer I  
Telephone: (573) 522-2109  
[danice.chaidez@doc.mo.gov](mailto:danice.chaidez@doc.mo.gov)**

# IFB931Y17708333

**Hotel/Motel Accommodations - St. Joseph Area  
FOR  
Department of Corrections  
Western Region Training Center**

**Contract Period: September 1, 2017 through  
August 31, 2017**

**Date of Issue: July 7, 2017**

**Page 1 of 45**

**Bids Must Be Received No Later Than:**

**2:00 p.m., August 3, 2017**

Bids may be submitted electronically through MissouriBUYS only or a hard-copy bid may be submitted. Hard-copy bids must be **SEALED and be delivered to the Missouri Department of Corrections, Purchasing Section, 2729 Plaza Drive, Jefferson City, MO 65109, or P.O. Box 236, Jefferson City, Missouri 65102.** The vendor should clearly identify the IFB number on the lower right or left-handed corner of the container in which the bid is submitted to the Department. This number is essential for identification purposes.

We hereby agree to provide the services and/or items, at the price quoted, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Corrections, a binding contract, as defined herein, shall exist. The authorized signer of this document certifies that the contractor (named below) and each of its principals are not suspended or debarred by the federal government.

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

MissouriBUYS SYSTEM ID: \_\_\_\_\_

Email: \_\_\_\_\_

Authorized Signer's Printed Name and Title: \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**NOTICE OF AWARD:** This bid is accepted by the Missouri Department of Corrections as follows:

Contract No. \_\_\_\_\_

\_\_\_\_\_  
Cari Collins, Director, Division of Human Services Date

*The original cover page, including amendments, should be signed and returned with the bid.*

# Instructions for Submitting a Solicitation Response

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

For all bid solicitations, vendors now have the option of submitting their solicitation response either as an electronic response or as a hard copy response. As a means to save vendors the expense of submitting a hard copy response and to provide vendors both the ease and the timeliness of responding from a computer, vendors are encouraged to submit an electronic response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at:

[https://missouribuys.mo.gov/pdfs/how\\_to\\_respond\\_to\\_a\\_solicitation.pdf](https://missouribuys.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 as a vendor with MissouriBUYS by going to the MissouriBUYS Home Page (<https://missouribuys.mo.gov>), clicking the "Register" button at the top of the page, and completing the [Vendor Registration](#). Once registered the vendor 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://missouribuys.mo.gov/pdfs/how\\_to\\_respond\\_to\\_a\\_solicitation.pdf](https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf).

- Vendors are encouraged to submit their entire bid 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 has been 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**

**TABLE OF CONTENTS**

This document, referred to as an Invitation for Bid (IFB), is divided into the following parts:

Part One:	Introduction and General Information
Part Two:	Contractual Requirements
Part Three:	Bid Submission, Evaluation, and Award Information
Exhibit A -	Pricing Page
Exhibit B -	Current/Prior Experience
Exhibit C -	Facility and Services
Exhibit D -	Participation Commitment
Exhibit E -	Documentation of Intent to Participate
Exhibit F -	Missouri Service-Disabled Veteran Business Enterprise Preference
Exhibit G -	Business Entity, Enrollment Documentation, and Affidavit of Work Authorization
Exhibit H -	Miscellaneous Information
	Terms and Conditions
	Attachment 1

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The vendor is advised that attachments exist to this document which include information critical to the requirements of this IFB. However, due to the size of the electronic files, they are not able to be incorporated into this document, but, instead, must be downloaded from the MissouriBUYS Statewide eProcurement System. Please refer to <https://missouribuys.mo.gov/bidboard.html>. It shall be the sole responsibility of the vendor to obtain the attachments. The vendor shall not be relieved of any responsibility for performance under the contract due to the failure of the vendor to obtain copies of the attachments.

## 1. INTRODUCTION AND GENERAL INFORMATION

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

### 1.1 Introduction:

1.1.1 The Missouri Department of Corrections is accepting competitive, sealed bids to establish a contract for the provision of hotel/motel accommodations for the Western Region Training Center (hereinafter referred to as the Department), as set forth herein.

### 1.2 Vendor Information:

1.2.1 The Missouri Department of Corrections, Purchasing Section, is transitioning to the new MissouriBUYS eProcurement system. All vendors that sell products or services to the state, new or existing, will be required to register or re-register on the MissouriBUYS website at <https://MissouriBUYS.mo.gov>. Please note that there are written instructions on the "Register" tab, as well as a Vendor Training Video.

### 1.3 Questions Regarding the IFB:

1.3.1 It is the vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise the Missouri Department of Corrections (hereinafter referred to as "Department") if the vendor believes that any language, specifications, or requirements are: (1) ambiguous, (2) contradictory or arbitrary, or both, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the vendor's ability to submit a bid.

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

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

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

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

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

- 1.3.2 Vendors are cautioned not to contact any other employees of the Department of Corrections concerning this procurement during the competitive and evaluation processes. Inappropriate contacts are grounds for exclusion from this or future bidding opportunities.
- 1.3.3 Terms and Conditions - It is recommended that all vendors review the Terms and Conditions governing this solicitation in its entirety, giving particular emphasis to examining those sections related to:
- Open Competition
  - Preparation of Bids
  - Submission of Bids
  - Preferences
  - Evaluation and Award

#### **1.4 Background Information:**

The Missouri Department of Corrections provides training for newly hired personnel. Depending upon the position, training will vary between two (2) and four (4) weeks in length. Accommodations and breakfast are provided for trainees who live in excess of sixty (60) miles from the training facility. When possible, trainees will be lodged two (2) to a room for the duration of their training. A typical hotel/motel stay will be four (4) nights per week. Trainees will check in at the hotel/motel at approximately 5:00 p.m. on Monday evenings and will check out of the hotel/motel at approximately 6:45 a.m. on Friday mornings.

- 1.4.1 A previous contract exists for the services being obtained via the IFB. A copy of the contract can be viewed and printed from the Department of Corrections website at: [http://doc.mo.gov/DHS/General\\_Services\\_Awarded.php](http://doc.mo.gov/DHS/General_Services_Awarded.php). Please reference contract number Y15708058 when searching for the document.
- 1.4.2 Although an attempt has been made to provide accurate and up-to-date information, the Department of Corrections does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to the IFB.

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



## 2. CONTRACTUAL REQUIREMENTS

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

### 2.1 General Requirements:

- 2.1.1 The contractor shall provide hotel/motel accommodations for the Department of Corrections, Western Region Training Center (hereinafter referred to as the Department), in accordance with the provisions and requirements specified herein.
- 2.1.2 At a minimum, the contractor shall provide the following:
  - a. Single and double occupancy guest rooms
  - b. Complimentary hot breakfast meals
- 2.1.3 The contractor's facility must be located in Missouri and must be within fifteen (15) minutes of the Western Region Training Center, located at 902 Edmond, Suite 300, St. Joseph, MO 64507.
- 2.1.4 The Department estimates, but cannot guarantee that out of approximately ten (10) to thirty (30) trainees per training session, approximately one (1) to six (6) will require lodging.
- 2.1.5 The contractor shall provide hotel/motel accommodations for each scheduled training session outlined on **ATTACHMENT 1**.
  - a. In the event the Department request to change the dates required for hotel/motel accommodations, the contractor shall make every effort to accommodate the Department.
  - b. In the event the Department adds training sessions in addition to the training sessions scheduled and shown on **ATTACHMENT 1**, the contractor shall make every effort to accommodate the Department and provide services for each additional set of dates.
  - c. If the Department exercises its option to renew the contract, the hotel/motel accommodation dates required for the renewal period shall encompass approximately the same timeframe as the dates specified for the original contract period. The required dates for renewal periods will be provided to the contractor at the time of the contract renewal.
- 2.1.6 The contractor may be requested to provide hotel/motel accommodations for trainees for the night prior to the beginning of a training session outlined on **ATTACHMENT 1**.
- 2.1.7 The contractor shall perform all services to the sole satisfaction of the Department.

### 2.2 Guest Room Requirements:

- 2.2.1 The contractor shall provide sufficient single and double occupancy guest rooms. The Department estimates, but cannot guarantee that two to four (2 - 4) single occupancy guest rooms and/or two to four (2 - 4) double occupancy guest rooms will be required for each scheduled training sessions.
  - a. A single occupancy guest room shall be defined as a guest room occupied by one (1) trainee and which contains at least one (1) full size bed.
  - b. A double occupancy guest room shall be defined as a guest room occupied by two (2) trainees which contains at least two (2) full size beds.

- 2.2.2 The contractor shall ensure that each guest room has a separate bathroom and bath/shower facilities. Shared bathroom and bath/shower facilities shall not be allowed.
- 2.2.3 The contractor shall ensure that all guest rooms are ready for occupancy by no later than 5:00 p.m. on the first day of each scheduled training session, unless otherwise specified by the Department.
- 2.2.4 The contractor must provide adequate staff to register trainees to guest rooms in a timely manner.
- 2.2.5 The contractor must ensure that all guest rooms are clean upon check-in and receive daily housekeeping.
- 2.2.6 The contractor must provide guest rooms that are clean, neat and insect free. Carpet and fixtures must be without stains or disrepair. Furniture shall be in good condition.
- 2.2.7 The contractor must provide guest rooms that have doors with security locks.
- 2.2.8 The contractor must provide non-smoking guest rooms for any trainees requesting such. In addition, the contractor should provide smoking guest rooms for any trainee requesting such, unless smoking rooms are prohibited by law, ordinance or the entire facility is smoke-free.
- 2.2.9 The contractor must provide refrigerators in guest rooms, at no additional charge, if requested by the Department.

### **2.3 Meal Requirements:**

- 2.3.1 The contractor shall provide a hot, buffet-style breakfast each morning for trainees who lodged at the hotel/motel the previous night. The contractor must serve breakfast at the contractor's facility.
  - a. The breakfast buffet shall include, but not be limited to, one (1) type of meat, one (1) egg dish, various pastries, waffles, biscuits and gravy, water, juice, tea, and coffee (regular and decaffeinated).
- 2.3.2 Prior to each scheduled training session, the contractor shall provide the Department with a list of proposed menu items for the breakfast buffet. The Department reserves the right to request changes to the menu items at any time.

### **2.4 Security and Confidentiality Requirements:**

- 2.4.1 The contractor's facility should be equipped with security cameras, both inside and outside the facility.
- 2.4.2 With the exception of the front entrance, the contractor's facility must be locked by a reasonable time every night. After such time, entry to the contractor's facility shall only be allowed at the front entrance or via a keycard at any other entrance.
- 2.4.3 The contractor's personnel shall provide the maximum level of confidentiality for all trainees.

### **2.5 Additional Requirements:**

- 2.5.1 The contractor shall have recreational opportunities (e.g. tennis, swimming, racquetball, jogging, hiking, exercise room, game room, spa, etc.) available for use by the trainees.
- 2.5.2 The contractor must provide free, safe, sufficient and convenient parking.
- 2.5.3 The contractor's facility must be in compliance with the Americans with Disabilities Act.
  - a. If the contractor's facility has more than one (1) floor/level, the lobby, meeting rooms, restaurant and other public areas of the facility must be accessible to all trainees.

- b. The contractor's facility must allow for easy access to guest rooms. If the contractor's facility does not have an elevator, the contractor must accommodate request for first floor guest rooms. In addition, the contractor should accommodate request for assistance with luggage, etc. to/from a guest room.
- 2.5.4 The contractor shall be in compliance with all local, county, state, and federal codes and regulations. Upon request by the Department, the contractor shall provide proof of compliance with all codes and regulations, which includes, but is not limited to, an approval letter of safe operation from a fire marshal, a local health department inspection, and/or a building code inspection or license.
- 2.5.5 The contractor shall not offer Department employees, and Department employees shall not accept, personal benefit gifts, meals, trips, or any other thing of significant value or of a monetary advantage. The contractor is hereby advised that CSR 40-1.060 (8) (H) identifies "*giving gifts, meals, trips or any other thing of value or a monetary advantage for personal benefit, directly or indirectly, to an employee of the division [Department] or to any evaluator of bids/proposals*" as sufficient cause for suspension or debarment. Furthermore, RSMo 105.452 prohibits state employees from accepting anything of monetary value or using decision-making authority for the purpose of obtaining financial gain from any person, company, firm, or corporation to which a contract may be awarded.
- 2.5.6 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

## 2.6 Invoicing and Payment Requirements:

- 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>.
- 2.6.2 The contractor shall accurately invoice per the pricing indicated on **EXHIBIT A, Pricing Page**. Each invoice submitted must be specific to one purchase order number, referenced on the invoice, and must be itemized in accordance with items listed on the purchase order. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The contractor must comply with all other invoicing requirements stated in the IFB. 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.
- 2.6.3 If the Department issues a purchase order, an itemized invoice shall be emailed to [doc.payables@doc.mo.gov](mailto:doc.payables@doc.mo.gov) or mailed to:
- Accounts Payable/WRTC  
Missouri Department of Corrections  
Fiscal Management Unit  
PO Box 236  
Jefferson City, MO 65102
- 2.6.4 The Department may choose to use the state purchasing card (Visa) in place of a purchase order to make purchases under this IFB. Unless exception to this condition is indicated on **EXHIBIT A, Pricing Page**, the contractor agrees to accept the state purchasing card as an acceptable form of payment and may not charge any additional fees related to the use of a purchasing card such as service fees, merchant fees, and/or handling charges. **The state purchasing card shall not be charged until the services are received and accepted.** If the state purchasing card (Visa) will be used for payment, an itemized invoice reflecting the charged amount must be faxed or emailed to the Western Region Training Center within one business day.

- 2.6.5 If the contractor maintains an e-commerce web application that enables Department staff to view and print invoices and invoice history, the contractor shall indicate on **EXHIBIT A, Pricing Page** the web site address where Department staff may access invoices. Upon award of contract, the contractor shall provide the Department with a customer number in order for Department staff to access invoices and invoice history.
- 2.6.6 Payments - The Department shall pay for hotel/motel accommodations in accordance with the prices stated on **EXHIBIT A, Pricing Page** of the contractor's awarded bid as specified below.
- a. The Department does not pay state or federal sales tax.
  - b. The Department shall pay for guest rooms and breakfast for designated trainees only.
  - c. In the event a trainee shares a room with a non-trainee, the Department shall only be responsible for the portion of the guest room cost applicable to the trainee.
  - d. The Department shall not be responsible for a trainee's miscellaneous cost such as restaurant charges, room service charges, bar charges, movie charges, phone call charges, etc.
- 2.6.7 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

## **2.7 Other Contractual Requirements:**

- 2.7.1 Contract – A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Department acceptance of the bid by "notice of award". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- a. A notice of award does not constitute an directive to proceed with services. Before providing services, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
  - b. The contract expresses the complete agreement of the parties and performances shall be governed solely by the specifications and requirements contained therein.
  - c. Any changes to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communication by or from any person, shall be used or construed as an amendment or modification to the contract.
- 2.7.2 Contract Period – The original contract period shall be as stated on page one (1) of the IFB. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Department shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Department exercises such right, all terms, and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period.
- 2.7.3 Renewal Periods – If the Department exercises the option for renewal, 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 **EXHIBIT A, Pricing Page** of the contract.

- a. The Department does not automatically exercise its option for renewal based upon the maximum price and reserves the right to request renewal of the contract at a price less than the maximum price stated.
  - b. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
- 2.7.4 Termination - The Department reserves the right to terminate the contract at any time, for the convenience of the Department, 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 Department pursuant to the contract prior to the effective date of termination.
- 2.7.5 Coordination - The contractor shall fully coordinate all contract activities with those activities of the Department. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the Department or the Department throughout the effective period of the contract.
- 2.7.6 Notices – Any written notice to the contractor shall be deemed sufficient when emailed to the contractor at the email address designated in the contract, or to an email address the contractor may have requested in writing, or deposited in the United States mail, postage prepaid and addressed to the contractor at the address designated in the contract, or at an address the contractor may have requested in writing.
- 2.7.7 Confidentiality :
- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without prior written consent of the Department.
  - b. If required by the Department, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.
- 2.7.8 Expenditures for this contract awarded as a result of this IFB, shall not exceed \$24,999.99.

## **2.8 Contractor Liability and Insurance:**

- 2.8.1 The contractor shall be responsible for any and all injury or 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 to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assigns, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
  - b. However, 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 assigns.

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

## **2.9 Contractor's Personnel:**

- 2.9.1 The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes, but is not limited to, the Illegal Immigration Reform and Immigration Responsibility Act (IIRIRA) and INA Section 274A.
- a. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent (25%) of the total amount due to the contractor.
  - b. The contractor shall agree to fully cooperate with any audit or investigation from federal, state or local laws enforcement agencies.
- 2.9.2 Substitution of Personnel - The contractor agrees and understands that any substitution of the specific key individual(s) and/or personnel qualifications identified in the bid must be with individual(s) of equal or better qualifications than originally proposed.
- 2.9.3 Subcontractors – Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the Department and to ensure that Department 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 Department 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.

- a. Pursuant to section 285.530 (1) 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 section 285.530 (1) RSMo, if the contract binding the contractor and subcontractor affirmatively states that:
  - 1) the direct subcontractor is not knowingly in violation of section 285.530 (1) RSMo and;
  - 2) shall not henceforth be in such violation and;
  - 3) the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

## **2.10 E-Verify:**

- 2.10.1 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:
  - a. 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
  - b. Provide to the Department the documentation required **EXHIBIT G, 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
  - c. Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the **EXHIBIT G, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization**.
- 2.10.2 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.

## **END OF PART TWO: CONTRACTUAL REQUIREMENTS**

### **3. BID SUBMISSION, EVALUATION, AND AWARDS INFORMATION**

#### **3.1 Submission and Evaluation of Bids:**

3.1.1 On-line Bid - 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 bid as an attachment to the electronic bid. The registered vendor is instructed to review the IFB submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS System website at: <https://missouribuys.mo.gov/bidboard.html>.

- 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 bid 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.

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

- a. The bid 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 bid double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy bids may be submitted in a notebook or binder.

3.1.3 Determination of Responsiveness - Any bid which does not comply with the mandatory requirements of the IFB will be determined to be non-responsive and will not be considered for an award

#### **3.2 Determination of Responsibility and Reliability:**

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



3.2.2 Experience - The vendor should provide information related to previous and current contracts of the vendor or vendor's proposed subcontractor where performance was similar to the required services of this IFB.

- a. The Department reserves the right to reject any bid for reasons which may include, but not necessarily be limited to:
  - 1) Receipt of any information, from any source, regarding unsatisfactory experience and/or performance of similar services by the vendor or any subcontractor(s) proposed to provide the services within the past three (3) years.

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

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

### **3.4 Bid Detail Requirements and Deviations:**

3.4.1 It is the vendor's responsibility to submit a bid that meets all mandatory requirements stated herein. The vendor should clearly identify any deviations from both the mandatory and desirable requirements stated in the IFB on the pricing pages. Any deviation from a mandatory requirement may render the bid non-responsive; any deviation from a desirable requirement may be reviewed by the Department as to its acceptability and impact on competition.

### **3.5 Business Compliance:**

3.5.1 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 amendment 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 Department. 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)

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

### **3.6 EXHIBIT A, Pricing Page:**

3.6.1 The vendor must submit a firm, fixed price for the original contract period and all renewal periods on **EXHIBIT A, Pricing Page**.

**3.7 EXHIBIT B, Current/Prior Experience:**

3.7.1 The vendor should complete **EXHIBIT B, Current/Prior Experience** to provide information related to previous or current contracts of the vendor's organization which performance was similar to the requirements of this IFB.

**3.8 EXHIBIT C, Facility and Services:**

3.8.1 The vendor should complete **EXHIBIT C, Facility and Services** to provide information about the vendor's facility and services that will be provided or offered.

**3.9 EXHIBIT D, Participation Commitment and EXHIBIT E, Documentation of Intent to Participate:**

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

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 bid:
  - ✓ Participation Commitment - The vendor must complete **EXHIBIT D, Participation Commitment**, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the vendor submitting the bid is an organization for the blind or sheltered workshop, the vendor must be listed in the appropriate table on the Participation Commitment Form.
  - ✓ Documentation of Intent to Participate – The vendor must either provide a properly completed **EXHIBIT E, Documentation of Intent to Participate Form**, signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered

workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

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

- b. A list of Missouri sheltered workshops can be found at the following internet address:  
<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.
- c. The websites for the Missouri Lighthouse for the Blind and the Alhaphointe Association for the Blind can be found at the following Internet addresses:  
<http://www.lhbindustries.com>  
<http://www.alhaphointe.org>
- d. Commitment – If the vendor’s bid is awarded, the organization for the blind or sheltered workshop participation committed to by the vendor on **EXHIBIT D, Participation Commitment**, shall be interpreted as a contractual requirement.

### **3.10 EXHIBIT F, Missouri Service-Disabled Veteran Business Enterprise (SDVE) Preference:**

3.10.1 Pursuant to section 34.074 RSMo, and 1 CSR 40-1.050a, the Department has a goal of awarding three (3) percent of all contracts for the performance of any job or service to a qualified service-disabled veteran business enterprises (SDVE). A three (3) bonus point preference shall be granted to vendors who qualify as Missouri service-disabled veteran businesses and who complete and submit **EXHIBIT F, Missouri Service-Disabled Veteran Business Preference** with the bid. If the bid does not include the completed **EXHIBIT F** and the documentation specified on **EXHIBIT F** in accordance with the instructions provided therein, no preference points will be applied.

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

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

NOTE: If the vendor submitting the bid 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 B, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

b. 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 Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
- 5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

**3.11 EXHIBIT G, Business Entity Certification, Enrollment Documentation, and Affidavit or Work Authorization:**

- 3.11.1 The vendor should complete all applicable portions of **EXHIBIT G, Business Entity Certification, Enrollment Documentation, and Affidavit or Work Authorization**. The applicable portions must be submitted prior to an award of a contract.

**3.12 EXHIBIT H, Miscellaneous Information:**

- 3.12.1 The vendor should complete and submit **EXHIBIT H, Miscellaneous Information**.
- 3.12.2 In accordance with section 351.572.1, RSMo, the Department is precluded from contracting with a vendor or its affiliate who is not authorized to transact business in the State of Missouri. Vendors must either be registered with the Missouri Secretary of State, or exempt per a specific exemption stated in section 351.572.1, RSMo. <http://www.moga.mo.gov/mostatutes/stathtml/35100005721.html>.

**3.13 Evaluation and Awards Process:**

- 3.13.1 After determining that a bid satisfies the mandatory requirements stated in the IFB, the evaluators shall use both objective analysis and subjective judgment in conducting a comparative assessment of the bid

in accordance with the evaluation criteria stated below. The contract shall be awarded to the lowest, responsible and reliable vendor determined as specified herein.

- a. Cost.....60 points
- b. Experience and Reliability.....20 points
- c. Facility and Services.....20 points

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Maximum 100 points

3.13.2 After an initial screening process, and if deemed necessary, the Department may request a tour of the vendor's facility. Additionally, a question and answer conference or interview may be conducted with the vendor at such time. In addition, the vendor may be asked to make an oral presentation of their bid during the tour. All arrangements and scheduling shall be coordinated by the Department.

**3.14 Evaluation of Cost:**

3.14.1 Pricing shall be considered firm, fixed for the duration of the contract period indicated on the Notice of Award of a contract.

3.14.2 The vendor shall submit **pricing** on **EXHIBIT A, Pricing Page**.

3.14.3 Objective Evaluation of Cost - The cost evaluation shall be based on the total cost determined using the quantities listed below and the firm fixed pricing indicated on **EXHIBIT A, Pricing Page**.

1 Single Occupancy Guest Rooms for 4 nights per week for 52 weeks
1 Double Occupancy Guest Rooms for 4 nights per week for 52 weeks

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

$$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}} \times \text{Maximum Cost Evaluation Points (60)} = \text{Assigned Cost Points}$$

b. The prompt payment discount terms on contracts will not be used in any be used in any cost calculation.

c. The vendor shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how the cost will be evaluated. The Department makes no guarantee regarding the accuracy of the quantities stated nor does the Department intend to imply that the figures used for the cost evaluation in any way reflect neither actual nor anticipated usage.

**3.15 Evaluation of Experience and Reliability:**

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

a. If information about current and/or previous experiences is not identified in the bid or a sufficient number of experiences are not provided, the Department may request such information. If requested, the Department must receive the information by no later than the date specified by the Department at the time of the request. However, the vendor is cautioned that failure to submit the necessary

information may have an adverse impact on the subjective evaluation of the vendor's bid and the Department is under no obligation to request the information.

- b. As part of the evaluation process, the Department may contact the vendor's references, including references not listed or identified with the vendor's response but who have current or previous experiences with the vendor. The vendor shall agree and understand that the Department is not obligated to contact the vendor's references.
- c. The vendor should provide information related to previous or current contracts of the vendor's organization which performance was similar to the required services of this IFB. The information may be shown on **EXHIBIT B, Current/Prior Experiences**.

### **3.16 Evaluation of Facility and Services:**

- 3.16.1 The Department reserves the right to subjectively evaluate any prices proposed for recreational activities as part of the subjective evaluation of **EXHIBIT C, Facility and Services**.
  - a. Bids will be subjectively evaluated based on the vendor's plan for performing the requirements of the IFB. Therefore, the vendor should present information which demonstrates the method or manner in which the vendor proposes to satisfy these requirements and which confirms the vendor's ability to satisfy the requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

### **3.17 Determination for Award:**

- 3.17.1 Award shall be made to the lowest priced responsive vendor with the highest scoring bid. Another factor that affects the determination of the lowest priced responsive vendor includes consideration of the Missouri Service-Disabled Veteran Business Preference explained in the paragraph that follows.
- 3.17.2 Determination of Lowest Priced Vendor including Consideration of Preferences - After completing the cost evaluation and determining preference bonus points, the vendor with the most points is considered the lowest vendor. Total points shall be computed for the total evaluated bid price as follows:

$$\text{Total Assigned Cost Points} + \text{earned preference points} = \text{Total Points}$$

- 3.17.3 The Department reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the vendor to meet mandatory general performance specifications; and/or 2) failure of the vendor to meet mandatory technical specifications; and/or; 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the vendor within the past three years. As deemed in its best interests, the Department reserves the right to clarify any and all portions of any vendor's offer.

## **END OF PART THREE: BID SUBMISSION, EVALUATION, AND AWARD INFORMATION**

**EXHIBIT A, Pricing Page**

The vendor shall provide pricing for the following in accordance with the provisions and requirements stated herein. The vendor shall provide a firm, fixed price per room, per night for each of the following for each renewal. All cost associated with providing the required services, including accommodations, breakfast, and local taxes shall be included in the stated prices. **DO NOT INCLUDE STATE TAXES IN THE PRICES QUOTED.**

Line Item	Description	Original Contract Period Firm, Fixed Price	First Renewal Period Maximum Price	Second Renewal Period Maximum Price
001	UNSPSC CODE: 90110000 - Hotel and Lodging Single Occupancy Guest Room	\$ _____ Per room, per night	\$ _____ Per room, per night	\$ _____ Per room, per night
002	UNSPSC CODE: 90110000 - Hotel and Lodging Double Occupancy Guest Room	\$ _____ Per room, per night	\$ _____ Per room, per night	\$ _____ Per room, per night

**Recreational Activities** - The vendor should submit a list of recreational activities available and the firm, fixed prices applicable for such recreational activities.

**Complimentary Rooms:** If the vendor provides complimentary rooms, the vendor shall indicate how many complimentary rooms will be provided.

One (1) complimentary room for every \_\_\_\_\_ people  
 OR  
 One (1) complimentary room for every \_\_\_\_\_ rooms

**Website:**

The vendor should state website address if e-commerce online invoicing is available:

\_\_\_\_\_

**Vendor’s Acceptance of the State Purchasing Card (Visa):**

The vendor should indicate agreement/disagreement to allow the Department to make purchases using the state purchasing card (Visa). If the vendor agrees, the vendor shall be responsible for all service fees, merchant fees and/or handling fees. Furthermore, the vendor shall agree to provide the items/services at the prices stated herein.

Agreement \_\_\_\_\_ Disagreement \_\_\_\_\_

By signing, the vendor hereby declares understanding, agreement, and certification of compliance to provide the items at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions. The vendor further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid.

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_ Email Address: \_\_\_\_\_

**EXHIBIT B**  
**CURRENT/PRIOR EXPERIENCE**

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

<b>Vendor Name or Subcontractor Name:</b>	
<b>Reference Information (Current/Prior Services Performed For):</b>	
Name of Reference Company:	
Address of Reference Company: <ul style="list-style-type: none"> <li>✓ Street Address</li> <li>✓ City, State, Zip</li> </ul>	
Reference Contact Person Information: <ul style="list-style-type: none"> <li>✓ Name</li> <li>✓ Phone Number</li> <li>✓ E-mail Address</li> </ul>	
Dates of Services:	
If service/contract has terminated, specify reason:	
Dollar Value of Services:	
Description of Services Performed, including: <ul style="list-style-type: none"> <li>✓ Meeting rooms (number and setup)</li> <li>✓ Number of guest rooms provided</li> <li>✓ Number and types of meals provided</li> <li>✓ Audio-visual equipment and services provided</li> </ul>	

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

\_\_\_\_\_

*Signature of Reference Contact Person*

\_\_\_\_\_

*Date of Signature*





**EXHIBIT C,**  
**FACILITY AND SERVICES continued**

<b>GUEST ROOMS</b>	
Number of Smoking Guest Rooms:	
Number of Non-Smoking Guest Rooms:	
Total Number of Guest Rooms:	
Number of Guest Rooms with Interior Entrances:	
Number of Guest Rooms with Exterior Entrances:	
Check-in Time:	
Check-out Time:	
<b>Identify and/or Describe Guest Room Amenities (indicate if a fee is charged for the amenity):</b>	
Internet Access (wired or wireless):	
Clock Radio	
Hairdryer	
Coffeemaker	
Iron and Ironing Board	
TV (including cable/satellite services)	
Desk	
Newspaper	
Toiletries	
Wake-up Call	
Telephone	
Voicemail	
Microwave	
Refrigerator (full, mid, compact size)	
In-room Safe	
<b>List and Describe Additional Guest Room Amenities (indicate if a fee is charged for the amenity):</b>	

**EXHIBIT C,**  
**FACILITY AND SERVICES continued**

<b>MEAL SERVICE</b>	
<p>The vendor should provide the proposed menus for the breakfast meal. In the event the vendor submits a copy of the vendor's standard menu, in lieu of a customized list of menus proposed for the required services herein, the prices stated on the <b>EXHIBIT A, Pricing Page</b> shall govern.</p>	
<p>Is food service provided by the vendor or a subcontracted caterer? If provided by a subcontracted caterer, identify such subcontractor.</p>	

<b>SECURITY INFORMATION</b>	
<p>Guest room security (door locks, peep holes, key vs. keycard)</p>	
<p>Security Cameras (location and number, inside and outside)</p>	
<p>Evening hour access to the vendor's facility</p>	
<p>Parking lot security, including lighting</p>	
<p>Availability of security guards</p>	

<b>ACCESSIBILITY INFORMATION</b>	
<p>Describe accessibility of the lobby area, restaurant(s), public restrooms, parking lots, and vending areas</p>	
<p>Identify whether the vendor's facility is multi-level. If multi-level, identify the number and location of elevators and/or ramps</p>	
<p>Number of ADA accessible guest rooms</p>	
<p>Describe accessibility of guest rooms</p>	

**EXHIBIT C,**  
**FACILITY AND SERVICES continued**

Describe the Condition, Aesthetics, and Upkeep of the Guest Rooms and the Facility, including Renovation Plans (latest/planned).

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The vendor should provide the facility's website address. Information obtained from the vendor's website may be considered in the subjective evaluation.

Website:	
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**EXHIBIT D**  
**PARTICIPATION COMMITMENT**

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

<b>Organization for the Blind/Sheltered Workshop Commitment Table</b>	
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.)	
<b>Name of Organization for the Blind or Sheltered Workshop Proposed</b>	<b>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</b> <i>The vendor should also include the paragraph number(s) from the IFB which requires the service the organization for the blind/sheltered workshop is proposed to perform.</i>
<b>Line Item 001</b>	
1.	Product/Service(s) proposed:
	IFB Paragraph References:
2.	Product/Service(s) proposed:
	IFB Paragraph References:

**EXHIBIT E**  
**DOCUMENTATION OF INTENT TO PARTICIPATE**

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

~ Copy This Form For Each Organization Proposed ~

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

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

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

Indicate appropriate business classification(s):

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

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

(Name of Organization for the Blind or Sheltered Workshop)

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

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

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

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

(or attach copy of certification)

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

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

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

**Authorized Signature:**

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

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

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

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Department 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). (See below for definitions included in section 34.074, RSMo.)

**DEFINITIONS:**

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

**Service-Disabled Veteran Business Enterprise (SDVE)** is defined as a business concern:

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

**STANDARDS:**

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

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

If a vendor meets the standards of a qualified SDVE as stated above, the vendor **must** provide the following with the bid in order to receive the Missouri SDVE preference of a three-point bonus over a non-Missouri SDVE unless previously submitted within the past five (5) years to a Missouri state agency or public university:

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

**EXHIBIT F (continued)**

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

(NOTE: For ease of evaluation, please attach a copy of the SDV’s award letter or a copy of the SDV’s discharge paper, and a copy of the SDV’s documentation certifying disability to this Exhibit. 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.)

If the SDVE previously submitted copies of the SDV’s documents (a copy of the SDV’s award letter or a copy of the SDV’s discharge paper, and a copy of the SDV’s documentation certifying disability) to a Missouri state agency or public university within the past five (5) years, the SDVE should provide the information requested below.

Name of **Missouri State Agency** or **Public University\*** to which the SDV’s Documents were 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** SDV’s Documents were Submitted: \_\_\_\_\_

Previous **Bid/Contract Number** for Which the SDV’s Documents were Submitted: \_\_\_\_\_  
(if known)

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

(NOTE: If the SDVE and SDV are listed on the DP SDVE database located at <http://oa.mo.gov/purchasing/vendor-information/missouri-service-disabled-veteran-business-enterprise-sdve-information>, then the SDV documents have been submitted to the DP within the past five [5] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the DP will remove the SDVE and associated SDV from the database.)

**FOR STATE USE ONLY**

SDV Documents - Verification Completed By:

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

\_\_\_\_\_  
Date



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

**BUSINESS ENTITY CERTIFICATION:**

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

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm).
- 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 and Materials Management.

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

**EXHIBIT G, (CONTINUED)**

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

**BOX B – CURRENT BUSINESS ENTITY STATUS**

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed, at minimum, by the vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the vendor's name and company ID, then no additional pages of the MOU must be submitted;

AND

- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

**EXHIBIT G, (CONTINUED)**

**AFFIDAVIT OF WORK AUTHORIZATION:**

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

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

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

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

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

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

\_\_\_\_\_  
*Date*

**EXHIBIT G, continued**

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

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

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

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

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

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

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

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

(if known)

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

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

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

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

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

\_\_\_\_\_  
Date

**FOR STATE USE ONLY**

Documentation Verification Completed By:

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

\_\_\_\_\_  
Date

**EXHIBIT H**  
**MISCELLANEOUS INFORMATION**

**MISSOURI SECRETARY OF STATE/AUTHORIZATION TO TRANSACT BUSINESS**

<p>In accordance with section 351.572.1, RSMo, the Department is precluded from contracting with a vendor or its affiliate who is not authorized to transact business in the State of Missouri. Vendors must either be registered with the Missouri Secretary of State, or exempt per a specific exemption stated in section 351.572.1, RSMo.  <a href="http://www.moga.mo.gov/mostatutes/stathtml/35100005721.html">http://www.moga.mo.gov/mostatutes/stathtml/35100005721.html</a></p>	
<p>If the vendor is registered with the Missouri Secretary of State, the vendor shall state legal name or charter number assigned to business entity</p>	<p>Legal Name: _____                  Missouri State Charter # _____</p>
<p>If the vendor is not required to be registered with the Missouri Secretary of State, the vendor shall state the specific exemption stated per section 351.572.1, RSMo.</p>	<p>State specific exemption _____                  (List section and paragraph number)                   Stated in section 351.572.1 RSMo,                   _____                  (State Legal Business Name)</p>

**Employee Bidding/Conflict of Interest:**

<p>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:</p>	
<p>Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:</p>	
<p>If employee of the State of Missouri or political subdivision thereof, provide name of Department or political subdivision where employed:</p>	
<p>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:</p>	<p>_____ %</p>

STATE OF MISSOURI  
MISSOURI DEPARTMENT OF CORRECTIONS

**TERMS AND CONDITIONS -- INVITATION FOR BID**

**1. TERMINOLOGY/DEFINITIONS**

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

- a. **1 CSR 40-1 (Code of State Regulations)** refers to the rule that provides the public with a description of the Division of Purchasing and Materials Management within the Office of Administration. This rule fulfills the statutory requirement of section 536.023(3), RSMo.
- b. **Agency and/or Department** means the Missouri Department of Corrections.
- c. **Addendum** means a written official modification to an IFB.
- d. **Amendment** means a written, official modification to a contract.
- e. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- f. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- g. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- h. **Buyer or Buyer of Record** means the procurement staff member of the Department. The **Contact Person** as referenced herein is usually the Buyer of Record.
- i. **Contract** means a legal and binding agreement between two or more competent parties for consideration for the procurement of equipment, supplies, and/or services.
- j. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- k. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- l. **Invitation for Bid (IFB)** means the solicitation document issued by the Department to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Exhibits, Attachments, and Addendums thereto.
- m. **May** means that a certain feature, component, or action is permissible, but not required.
- n. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- o. **Pricing Page(s)** applies to the Exhibit on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- p. **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 procurement operations of the Department.
- q. **Shall** has the same meaning as the word **must**.
- r. **Should** means that a certain feature, component, and/or action is desirable but not mandatory.

**2. APPLICABLE LAWS AND REGULATIONS**

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the Department.

- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

### **3. CONTRACT ADMINISTRATION**

- a. All contractual administration will be carried out by the Buyer of Record or authorized Department Purchasing Section designee. Communications pertaining to contract administration matters will be addressed to: Department of Corrections, Purchasing Section, PO Box 236, Jefferson City, MO 65102.
- b. The Buyer of Record/authorized designee is the only person authorized to approve changes to any of the requirements of the contract.

### **4. OPEN COMPETITION/INVITATION FOR BID DOCUMENT**

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the Department if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements or evaluation process stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the Buyer of Record of the Department, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten (10) calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an addendum to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten (10) calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the Department in the IFB or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The Department monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. Some IFBs may be available for viewing and downloading on the Department's website or on the MissouriBUYS Statewide eProcurement System. For IFB's posted on MissouriBUYS, registered bidders are electronically notified of those bid opportunities that match the commodity codes for which the bidder registered in MissouriBUYS. If a registered bidder's e-mail address is incorrect, the bidder must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/>
- f. The Department reserves the right to officially amend or cancel an IFB after issuance. It shall be the sole responsibility of the bidder to monitor the Department's website and the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered bidders who received e-mail notification of the bid opportunity when the IFB was established and registered bidders who have responded to the IFB on-line prior to an addendum being issued should receive e-mail notification of the addendum(s). Registered bidders who received e-mail notification of the bid opportunity when the IFB was established and registered bidders who have responded to the bid on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the IFB.

### **5. PREPARATION OF BIDS**

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at the bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The bidder should include a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph. The statutory limitations and prohibitive clauses may be requested to be clarified in writing by the Department or be accepted without further clarification if statutory limitations and prohibitive clauses are deemed acceptable by the Department. If the Department determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges, and shall be delivered to the Department's designated destination FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Bids, including all pricing therein, shall remain valid for 90 days from the bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

## 6. SUBMISSION OF BIDS

- a. Delivered bids must be sealed in an envelope or container, and received in the Department's Purchasing office located at the address indicated on the cover page of the IFB no later than the exact opening time and date specified in the IFB. For bids posted on the MissouriBUYS Statewide eProcurement System, registered bidders may submit bids electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuy.mo.gov/>. All bids must be submitted by a duly authorized representative of the bidder's organization, contain all information required by the IFB, and be priced as required. Bidders are cautioned that bids submitted via the USPS, including first class mail, certified mail, Priority Mail and Priority Mail Express, are routed through the Office of Administration Central Mail Services and the tracking delivery time and date may not be the time and date received by the Department's Purchasing office. Regardless of delivery method, it shall be the responsibility of the bidder to ensure their bid is in the Department's Purchasing office no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with the official IFB number **and** the official opening date and time. Different bids should not be placed in the same envelope; however, copies of the same bid may be placed in the same envelope.
- c. A bid which has been delivered to the Department may be modified by a signed, written notice which has been received by the Department's Purchasing office prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.



- d. A bid submitted electronically by a registered bidder may be retracted on-line prior to the official end date and time. A bid which has been delivered to the Department's Purchasing office may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the Department's Purchasing office prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- e. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the bidder. Justification of a withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the bidder.
- f. When submitting a bid electronically, the registered bidder indicates acceptance of all IFB requirements, terms and conditions by clicking on the "Accept" button on the Overview tab. Bidders submitting a hard copy must sign and return the IFB cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the bidder of all the IFB terms and conditions. Failure to do so may result in the rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- g. Faxed and e-mailed bids shall not be accepted; however, faxed and e-mail no-bid notifications shall be accepted.

## **7. BID OPENING**

- a. Bid openings are public on the opening date and time specified in the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. All bidders may view the same bid response information on the MissouriBUYS Statewide eProcurement System. The Department will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the Department's Purchasing office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

## **8. PREFERENCES**

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.

## **9. EVALUATION/AWARD**

- a. Any clerical error, apparent on its face, may be corrected by the Buyer of Record before contract award. Upon discovering an apparent clerical error, the Buyer of Record shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the Department to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the Department. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the Department.
- d. Awards shall be made to the bidder(s) whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, the Department reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In

addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual bid.

- f. The Department reserves the right to reject any and all bids.
- g. When evaluating a bid, the Department reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from a bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the Department to the successful bidder. The Department 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 the Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation submitted on or before the official opening date and time will be considered open records pursuant to section 610.021 RSMo.
- k. The Department maintains records of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail if requested.
- l. The Department reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- n. The final determination of contract award(s) shall be made by the Department.

## **10. CONTRACT/PURCHASE ORDER**

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any addendums thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Department's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- c. A notice of award issued by the Department 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 Department, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

## **11. INVOICING AND PAYMENT**

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. 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. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- d. The Department 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 Department's rejection and shall be returned to the contractor at the contractor's expense.
- e. All invoices for equipment, supplies, and/or services purchased by the Department shall be subject to late payment charges as provided in section 34.055 RSMo.

- f. The Department reserves the right to purchase goods and services using the state purchasing card.

## **12. DELIVERY**

- a. Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time if a specific time is not stated.
- b. A Missouri Uniformed Law Enforcement System (MULES) background check may be required on the contractor's delivery driver prior to allowing a delivery vehicle entrance to certain institutions. A valid Missouri driver's license is required from the driver to perform the MULES background check. If the driver does not have a valid Missouri driver's license, their social security number and date of birth are required. If a driver or carrier refuses to provide the appropriate information to conduct a MULES background check, or if information received from the background check prohibits the driver or carrier from entering the institution, the delivery will be refused. Additional delivery costs associated with re-deliveries or contracting with another carrier for delivery shall be the responsibility of the contractor.
- c. Unless a pallet exchange is requested at the time of delivery, all pallets used in the delivery of equipment and supplies shall become property of the Department.

## **13. INSPECTION AND ACCEPTANCE**

- a. No equipment, supplies, and/or services received by the Department pursuant to a contract shall be deemed accepted until the Department 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 Department 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 Department'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.

## **14. WARRANTY**

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Department, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the Department's acceptance of or payment for said equipment, supplies, and/or services.

## **15. CONFLICT OF INTEREST**

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

## **16. CONTRACTOR STATUS**

- a. The contractor represents itself to be an independent contractor offering such services to the general public and shall not represent itself to be an employee of the State of Missouri. Therefore, the contractor shall

assume all legal and financial responsibility for 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, costs (including attorney fees), and damage of any kind related to such matters.

#### **17. REMEDIES AND RIGHTS**

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

#### **18. SEVERABILITY**

- a. If any provision of this contract or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this contract which can be given effect without the invalid provisions or application, and to this end the provisions of this contract are declared to be severable.

#### **19. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the Department may cancel the contract. At its sole discretion, the Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than ten (10) working days from notification, or at a minimum, the contractor must provide the Department within ten (10) working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach, or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately. If it is determined the Department improperly cancelled the contract, such cancellation shall serve as notice of termination for convenience in accordance with the contract.
- c. If the Department cancels the contract for breach, the Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Department deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that if the funds required to fund the contract are appropriated by the General Assembly of the State of Missouri, the contract shall not be binding upon the Department for any contract period in which funds have not been appropriated, and the Department shall not be liable for any costs associated with termination caused by lack of appropriations.
- e. If the Department has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Department shall declare a breach and cancel the contract immediately without incurring any penalty.

#### **20. TERMINATION OF CONTRACT**

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

#### **21. ASSIGNMENT OF CONTRACT**

- a. The contractor shall neither assign nor transfer any of the rights, interests, or obligations of the contract without the prior written consent of the Department.

## **22. COMMUNICATIONS AND NOTICES**

- a. Any notice to the contractor shall be deemed sufficient when e-mailed to the contractor at the e-mail address indicated in the contract, or transmitted by facsimile to the facsimile number indicated in the contract, or deposited in the United States mail, postage prepaid, and addressed to the contractor at the address indicated in the contract, or hand-carried and presented to an authorized employee of the contractor.
- b. If the contractor desires to receive written notices at a different e-mail address, facsimile number, or USPS address than what is indicated in the contract, the contractor must submit this request in writing upon notice of award.

## **23. FORCE MAJEURE**

- a. The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the Department if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of, the contractor. Such causes may include, however are not restricted to: acts of God, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences.

## **24. CONTRACT EXTENSION**

- a. In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, the Department reserves the right to extend the contract. If exercised, the extension shall be for a period of time as mutually agreed to by the Department and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and transition to a new contract.

## **25. INSURANCE**

- a. The State of Missouri cannot save and hold harmless and/or indemnify the contractor or its employees against any liability incurred or arising as a result of any activity of the contractor or 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.

## **26. BANKRUPTCY OR INSOLVENCY**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the Department immediately.
- b. Upon learning of any such actions, the Department reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

## **27. INVENTIONS, PATENTS AND COPYRIGHTS**

- a. The contractor shall defend, protect, and hold harmless the Department, 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.

## **28. CONTRACTOR PROPERTY**

- a. Upon expiration, termination or cancellation of a contract, any contractor property left in the possession of the Department after forty-five (45) calendar days shall become property of the Department.

### **29. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

- a. 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:
  1. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
  2. The identification of a person designated to handle affirmative action;
  3. 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;
  4. The exclusion of discrimination from all collective bargaining agreements; and
  5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- b. If discrimination by a contractor is found to exist, the Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Department 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.

### **30. AMERICANS WITH DISABILITIES ACT**

- a. 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).

### **31. FILING AND PAYMENT OF TAXES**

- a. The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a bidder 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 a bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

### **32. TITLES**

- a. 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.

**ATTACHMENT 1**

<b>BASIC TRAINING SCHEDULE DATES</b>	
September 5 - September 11, 2017	September 11 - October 6, 2017
October 10 - November 6, 2017	November 6 - December 6, 2017
December 4, 2017 - January 2, 2018	January 2 - January 30, 2018
January 29 - February 27, 2018	February 26 - March 23, 2018
March 26 - April 20, 2018	April 23 - May 21, 2018
May 21 - June 18, 2018	June 18 - July 16, 2018
July 16 - August 10, 2018	August 13 - August 31, 2018