

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

29th

day of

September 20 16

the following, among other proceedings, were had, viz:

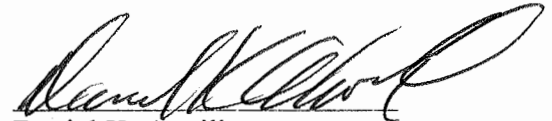
Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to 25-15JUN15 – Maternal Mental Health.

The terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One, Maternal Mental Health.

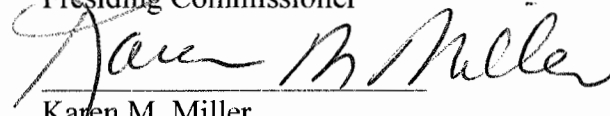
Done this 29th day of September, 2016.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash St., Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB, CPPO
DATE: September 2, 2014
RE: Amendment Number One – 25-15JUN15 – Maternal Mental Health

Contract *25-15JUN15 – Maternal Mental Health* was approved by commission for award to Lutheran Family and Children Services of Missouri on November 12, 2015, commission order 535-2015. This amendment adds an additional 185 units of outpatient services at \$127.64.00/hour, not to exceed \$23,613.40.

Invoices will be paid from department 2161 – CCS Funding Opportunities, account 71106 – Contracted Services.

cc: Kelly Wallis, Children's Services
Contract File

**CONTRACT AMENDMENT NUMBER ONE
PURCHASE AGREEMENT FOR
MATERNAL MENTAL HEALTH**

The Agreement **25-15JUN15** dated November 12, 2015 made by and between Boone County, Missouri and **Lutheran Family and Children Services of Missouri**, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. ADD a supplemental funding increase for the following:

185 Units of Outpatient Counseling at \$127.64 per hour for a total not to exceed amount of \$23,613.40

2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**LUTHERAN FAMILY AND CHILDREN SERVICES
OF MISSOURI**

by *Heather A Wall*
title *Regional Director*

BOONE COUNTY, MISSOURI

by: Boone County Commissioner
Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

Jane Pitchford by *[Signature]* *09/20/2016* *2161-71106 / \$23,613.40*
Signature Date Appropriation Account

CERTIFIED COPY OF ORDER

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In the County Commission of said county, on the

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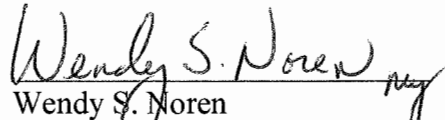
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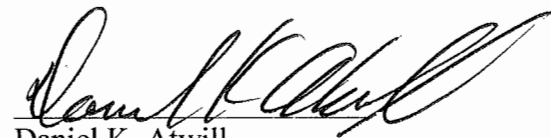
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri Cooperative Contract CS160585001 to purchase Document Management Services from American Document Solutions of Columbia, MO.

The terms of the Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.


Done this 29th day of September, 2016.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner

441-2016

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: September 16, 2016
RE: Cooperative Contract: CS160585001 – Document Management Services

Resource Management request permission to utilize the State of Missouri contract CS160585001 to purchase Document Management Services from American Document Solutions of Columbia, Missouri.

The initial term is September 1, 2016 through August 31, 2017 and has four optional, one-year renewal periods. This is a Term and Supply contract and invoices will be paid from department 2045 – PW – Design and Construction, account 23001 – Road and Bridge Fund.

cc: Kelle Westcott, PW
Contract File

**PURCHASE AGREEMENT FOR
DOCUMENT MANAGEMENT SERVICES**

THIS AGREEMENT dated the 29th day of September 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **American Document Solutions** herein "Vendor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Document Management Services** in compliance with all Request for Proposal specifications and any addendum issued for the State of Missouri Contract **CS160585001**, as well as Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office and/or State of Missouri bid file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Boone County Standard Terms and Conditions and the State of Missouri Contract **CS160585001** shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with **Document Management Services** on an as needed basis per the pricing outlined on the enclosed *Pricing Page*.

3. **Contract Duration** - This agreement shall commence on **September 1, 2016 and extend through August 31, 2017** subject to the provisions for termination specified below. This contract may renew by order of the County for four (4) additional one-year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

4. **Billing and Payment** - All billing shall be invoiced to the respective ordering Boone County Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

6. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

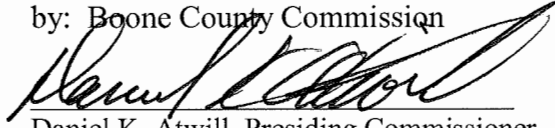
AMERICAN DOCUMENT SOLUTIONS

by 

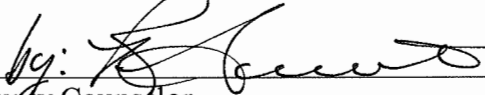
title President

BOONE COUNTY, MISSOURI

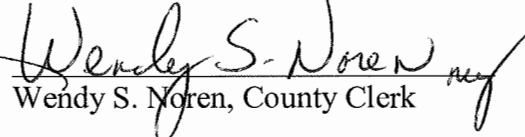
by: Boone County Commission


Daniel K. Atwill, Presiding Commissioner

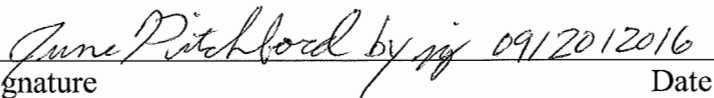
APPROVED AS TO FORM:

by: 
County Counselor

ATTEST:


Wendy S. Noren, County Clerk

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)


Signature

Date

County Wide Term and Supply
Appropriation Account
No Encumbrance Required

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
14. In the event of a discrepancy between a unit price and an extended line item price, the unit price

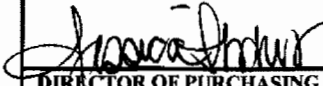
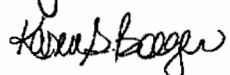
shall govern.

15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



NOTICE OF AWARD

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

SOLICITATION NUMBER RFPS30034901600585	CONTRACT TITLE Document Management Services
CONTRACT NUMBER CS160585001	CONTRACT PERIOD September 1, 2016 through August 31, 2017
REQUISITION/REQUEST NUMBER NR 300 22006000069	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 4520495240 2/MB00100566
CONTRACTOR NAME AND ADDRESS AMERICAN DOCUMENT SOLUTIONS 1400 FORUM BLVD SUITE 1C COLUMBIA, MO 65203	STATE AGENCY'S NAME AND ADDRESS Office of Administration Division of Facilities Management, Design & Construction 301 West High Street, Room 730 Jefferson City, MO 65101
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The proposal submitted by American Document Solutions in response to SOLICITATION/OPPORTUNITY (OPP) NO.: RFPS30034901600585 is accepted in its entirety.	
BUYER Jessica Andres	BUYER CONTACT INFORMATION Email: Jessica.Andres@oa.mo.gov Phone: (573) 751-1567 Fax: (573) 526-9816
SIGNATURE OF BUYER  DIRECTOR OF PURCHASING	DATE 8/19/16
 Karen S. Boeger	



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

ADDENDUM NO.: 01
SOLICITATION/OPPORTUNITY (OPP) NO.: RFPS30034901600585
TITLE: Document Management Services
ISSUE DATE: July 12, 2016

REQ NO.: NR 300 22006000069
BUYER: Jessica Andres
PHONE NO.: (573) 751-1567
E-MAIL: Jessica.Andres-@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: July 20, 2016 AT 2:00 PM CENTRAL TIME (END DATE)

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

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

RETURN PROPOSAL AND ADDENDUM(S) TO:

(U.S. Mail)
PURCHASING
PO BOX 809

JEFFERSON CITY MO 65102-0809

or

(Courier Service)
PURCHASING

301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: Effective Date of Contract through One (1) Year

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

Office of Administration
Division of Facilities Management, Design & Construction
301 West High Street, Room 730
Jefferson City, MO 65101

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP addendums. The vendor should, as a matter of clarity and assurance, also sign and return all previously issued RFP addendum(s) and the original RFP document. The vendor agrees that the language of the original RFP as modified by this and any previously issued RFP addendums shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

SIGNATURE REQUIRED

VENDOR NAME		MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)	
American Document Solutions		100566	
MAILING ADDRESS			
1400 Forum Blvd. Suite 1C			
CITY, STATE, ZIP CODE			
Columbia, Missouri 65203			
CONTACT PERSON		EMAIL ADDRESS	
Chad Roberts		chad@adsmo.net	
PHONE NUMBER		FAX NUMBER	
(573) 446-7768		(573) 355-5433	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)			
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
		7/18/16	
PRINTED NAME		TITLE	
Chad Roberts		President	



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

SOLICITATION/OPPORTUNITY (OPP) NO.: RFPS30034901600585
TITLE: Document Management Services
ISSUE DATE: June 17, 2016

REQ NO.: NR 300 22006000069
BUYER: Jessica Andres
PHONE NO.: (573) 751-1567
E-MAIL: Jessica.Andres@oa.mo.gov

RETURN PROPOSAL DATE REVISED VIA ADDENDUM #01

RETURN PROPOSAL NO LATER THAN: July 20, 2016 AT 2:00 PM CENTRAL TIME (END DATE)

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

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

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

CONTRACT PERIOD: Effective Date of Contract through One (1) Year

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

Office of Administration
Division of Facilities Management, Design & Construction
301 West High Street, Room 730
Jefferson City, MO 65101

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 10/19/15). The vendor further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

SIGNATURE REQUIRED

VENDOR NAME American Document Solutions	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) 100566
MAILING ADDRESS 1400 Forum Blvd. Suite 1C	
CITY, STATE, ZIP CODE Columbia, Missouri 65203	

CONTACT PERSON Chad Roberts	EMAIL ADDRESS chad@adsmo.net
PHONE NUMBER (573) 446-7768	FAX NUMBER (573) 355-5433
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE 	DATE 7/18/16
PRINTED NAME Chad Roberts	TITLE President



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

SOLICITATION/OPPORTUNITY (OPP) NO.: RFPS30034901600585
TITLE: Document Management Services
ISSUE DATE: June 17, 2016

REQ NO.: NR 300 22006000069
BUYER: Jessica Andres
PHONE NO.: (573) 751-1567
E-MAIL: Jessica.Andres@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: July 15, 2016 AT 2:00 PM CENTRAL TIME (END DATE)

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

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	PO BOX 809		301 WEST HIGH STREET, RM 630
	JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: Effective Date of Contract through One (1) Year

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

Office of Administration
Division of Facilities Management, Design & Construction
301 West High Street, Room 730
Jefferson City, MO 65101

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 10/19/15). The vendor further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

SIGNATURE REQUIRED

VENDOR NAME American Document Solutions	MISSOURIBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) 100566
MAILING ADDRESS 1400 Forum Blvd. Suite 1C CITY, STATE, ZIP CODE Columbia, Missouri 65203	
CONTACT PERSON Chad Roberts	EMAIL ADDRESS chad@adsmo.net
PHONE NUMBER (573) 446-7768	FAX NUMBER (573) 355-5433
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE 	DATE 7/18/16
PRINTED NAME Chad Roberts	TITLE President

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4. PRICING PAGE

PRICING PAGE REVISED VIA ADDENDUM #01

4.1 Document Management Services - The vendor shall provide a price for each of the following for providing the services required herein in accordance with the provisions and requirements of this RFP. The vendor shall provide firm, fixed prices for the original contract period and maximum prices for each renewal period. All costs associated with providing the required services, excluding next day delivery fees, shall be included in the stated prices. (UNSPSC Code: 82121503)

Line Item	Description	Original Contract Period <i>Firm, Fixed Price</i>	First Renewal Period <i>Maximum Price</i>	Second Renewal Period <i>Maximum Price</i>	Third Renewal Period <i>Maximum Price</i>	Fourth Renewal Period <i>Maximum Price</i>
Printing of Large Format Bid Documents: 12" x 18" through 36" x 48"						
1	Single-Sided, Black and White	\$0.09 Per Square Foot	\$0.09 Per Square Foot	\$0.09 Per Square Foot	\$0.095 Per Square Foot	\$0.095 Per Square Foot
2	Single-Sided, Grayscale	\$0.09 Per Square Foot	\$0.09 Per Square Foot	\$0.09 Per Square Foot	\$0.095 Per Square Foot	\$0.095 Per Square Foot
3	Single-Sided, Four (4) Color	\$2.00 Per Square Foot	\$2.00 Per Square Foot	\$2.00 Per Square Foot	\$2.00 Per Square Foot	\$2.00 Per Square Foot
Printing of Small Format Bid Documents: 8 1/2" x 11"						
4	Single-Sided, Black and White	\$0.03 Per Page	\$0.03 Per Page	\$0.035 Per Page	\$0.035 Per Page	\$0.04 Per Page
5	Single-Sided, Grayscale	\$0.03 Per Page	\$0.03 Per Page	\$0.035 Per Page	\$0.035 Per Page	\$0.04 Per Page
6	Single-Sided, Four (4) Color	\$0.25 Per Page	\$0.25 Per Page	\$0.25 Per Page	\$0.25 Per Page	\$0.25 Per Page
7	Double-Sided, Black and White	\$0.045 Per Page	\$0.045 Per Page	\$0.05 Per Page	\$0.05 Per Page	\$0.05 Per Page
8	Double-Sided, Grayscale	\$0.045 Per Page	\$0.045 Per Page	\$0.05 Per Page	\$0.05 Per Page	\$0.05 Per Page
9	Double-Sided, Four (4) Color	\$0.39 Per Page	\$0.39 Per Page	\$0.39 Per Page	\$0.39 Per Page	\$0.39 Per Page
Printing of Small Format Bid Documents: 11" x 17"						
10	Single-Sided, Black and White	\$0.06 Per Page	\$0.06 Per Page	\$0.07 Per Page	\$0.07 Per Page	\$0.08 Per Page
11	Single-Sided, Grayscale	\$0.06 Per Page	\$0.06 Per Page	\$0.07 Per Page	\$0.07 Per Page	\$0.08 Per Page
12	Single-Sided, Four (4) Color	\$0.39 Per Page	\$0.39 Per Page	\$0.39 Per Page	\$0.39 Per Page	\$0.39 Per Page
Printing of Secure Documents						
13	Large Format, Black and White	\$0.10 Per Square Foot	\$0.10 Per Square Foot	\$0.10 Per Square Foot	\$0.10 Per Square Foot	\$0.10 Per Square Foot
14	Large Format, Grayscale	\$0.10 Per Square Foot	\$0.10 Per Square Foot	\$0.10 Per Square Foot	\$0.10 Per Square Foot	\$0.10 Per Square Foot
15	Large Format, Four (4) Color	\$2.00 Per Square Foot	\$2.00 Per Square Foot	\$2.00 Per Square Foot	\$2.00 Per Square Foot	\$2.00 Per Square Foot

Line Item	Description	Original Contract Period <i>Firm, Fixed Price</i>	First Renewal Period <i>Maximum Price</i>	Second Renewal Period <i>Maximum Price</i>	Third Renewal Period <i>Maximum Price</i>	Fourth Renewal Period <i>Maximum Price</i>
16	Small Format 8 1/2" x 11" Single-Sided, Black and White	\$0.04 Per Page	\$0.04 Per Page	\$0.04 Per Page	\$0.04 Per Page	\$0.04 Per Page
17	Small Format 8 1/2" x 11" Single-Sided, Grayscale	\$0.04 Per Page	\$0.04 Per Page	\$0.04 Per Page	\$0.04 Per Page	\$0.04 Per Page
18	Small Format 8 1/2" x 11" Single-Sided, Four (4) Color	\$0.25 Per Page	\$0.25 Per Page	\$0.25 Per Page	\$0.25 Per Page	\$0.25 Per Page
19	Small Format 8 1/2" x 11" Double-Sided, Black and White	\$0.05 Per Page	\$0.05 Per Page	\$0.05 Per Page	\$0.05 Per Page	\$0.05 Per Page
20	Small Format 8 1/2" x 11" Double-Sided, Grayscale	\$0.05 Per Page	\$0.05 Per Page	\$0.05 Per Page	\$0.05 Per Page	\$0.05 Per Page
21	Small Format 8 1/2" x 11" Double-Sided, Four (4) Color	\$0.40 Per Page	\$0.40 Per Page	\$0.40 Per Page	\$0.40 Per Page	\$0.40 Per Page
22	Small Format 11" x 17" Single-Sided, Black and White	\$0.08 Per Page	\$0.08 Per Page	\$0.08 Per Page	\$0.08 Per Page	\$0.08 Per Page
23	Small Format 11" x 17" Single-Sided, Grayscale	\$0.08 Per Page	\$0.08 Per Page	\$0.08 Per Page	\$0.08 Per Page	\$0.08 Per Page
24	Small Format 11" x 17" Single-Sided, Four (4) Color	\$0.40 Per Page	\$0.40 Per Page	\$0.40 Per Page	\$0.40 Per Page	\$0.40 Per Page
Binding						
25	Bind Drawings	\$0.00 Per Binding	\$0.00 Per Binding	\$0.00 Per Binding	\$0.00 Per Binding	\$0.00 Per Binding
26	Bid Specifications – Plastic Bind Comb	\$2.50 Each	\$2.50 Each	\$2.50 Each	\$2.50 Each	\$2.50 Each
27	Bid Specifications – Plastic Coil Binding	\$2.50 Each	\$2.50 Each	\$2.50 Each	\$2.50 Each	\$2.50 Each
28	Printed Card Stock Cover, 8 1/2" x 11"	\$0.45 Per Page	\$0.45 Per Page	\$0.45 Per Page	\$0.45 Per Page	\$0.45 Per Page
29	Mounting on 3/16" Foam Board	\$2.00 Per Square Foot	\$2.00 Per Square Foot	\$2.00 Per Square Foot	\$2.00 Per Square Foot	\$2.00 Per Square Foot
30	Three (3) Mil Laminating on Foam Board	\$2.00 Per Square Foot	\$2.00 Per Square Foot	\$2.00 Per Square Foot	\$2.00 Per Square Foot	\$2.00 Per Square Foot
File Retrieval and Printing/Copying from Archive System						
31	File Retrieval and Copy to CD-ROM	\$10.00 Each	\$10.00 Each	\$10.00 Each	\$10.00 Each	\$10.00 Each
32	File Retrieval and Printing (Drawing Sheet)	\$0.81 Per Sheet	\$0.81 Per Sheet	\$0.81 Per Sheet	\$0.855 Per Sheet	\$0.855 Per Sheet
33	File Retrieval and Printing (Document Pages)	\$0.03 Per Page	\$0.03 Per Page	\$0.035 Per Page	\$0.035 Per Page	\$0.04 Per Page
LINE ITEM ADDED VIA ADDENDUM #01						
Distribution/Delivery or Storage of Bid Documents						
34	Copy of Bid Documents to CD-ROM	\$10.00 Each	\$10.00 Each	\$10.00 Each	\$10.00 Each	\$10.00 Each

EXHIBIT A

VENDOR INFORMATION

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

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

American Development Services Corporation (ADS) is a Missouri corporation founded in 2007. It currently operates as dba American Document Solutions.

- b. Describe the nature of the vendor's business, type of services performed, etc. Identify the vendor's website address, if any.

ADS provides the following services: black/white and color printing and copying, bid document management, delivery and distribution, bid document deposit collection and return services, website and online document viewing, life cycle document collection and archival services. Our web address is <http://www.adsmo.net> and our plan room address is <http://planroom.adsmo.net>.

- c. Describe experiences serving as a contractor providing bid document printing and distribution/delivery, including deposit collection and management.

ADS provides bid document printing and distribution/delivery, including deposit collection and management to many various owners, architects and engineers across Missouri. These include, but are not limited to, Missouri Department of Conservation, State of Missouri, Missouri University of Science and Technology, City of Columbia, Boone County, Columbia Public Schools, Lincoln University, City of Mexico, Truman State University, PWArchitects, The Architects Alliance, and others. For the entire bid document process, see Attachment D.8 Quality Control Procedures.

- d. Provide a list and short summary of information regarding the vendor's current contracts.

In addition to the clients listed above, ADS is currently servicing Contract #2013-04 Bid Document Management Services for the Missouri Department of Conservation and Contract #C311091001 Document Management Services for the State of Missouri Office of Administration.

- e. List, identify, and provide reasons for each contract gained or lost in the past two (2) years.

Both of the contracts listed above were renewed the past two consecutive years.

- f. Describe the structure of the organization including any board of directors, partners, top departmental management, corporate organization, corporate trade affiliations, any parent/subsidiary affiliations with other firms, etc.

American Document Solutions is a dba of American Development Services in which Chad Roberts is President.

EXHIBIT B

CURRENT/PRIOR EXPERIENCE

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

Vendor Name or Subcontractor Name: <u>American Document Solutions</u>	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company:	The Architects Alliance
Address of Reference Company ✓ Street Address ✓ City, State, Zip	631 W Main St Jefferson City, MO 65101
Reference Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	Becky Flessa (573) 636-5000 bflessa@thearchitectsalliance.com
Dates of Services:	01/2012 – Present
If service/contract has terminated, specify reason:	N/A
Dollar Value of Services	Approx: \$35,000 per year
Description of Services Performed, such as: ✓ Document printing, scanning, and distribution/delivery ✓ Document pick-ups ✓ Bid document deposit collections and tracking ✓ Document tracking , database management, web site maintenance ✓ Document security	We provide them secure document pick-ups and delivery, scanning, printing and distribution, including bid document deposit collection and tracking, database management and website maintenance, including posting and managing jobs online as necessary.

EXHIBIT B

CURRENT/PRIOR EXPERIENCE

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

Vendor Name or Subcontractor Name: <u>American Document Solutions</u>	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company:	Missouri Department of Conservation
Address of Reference Company ✓ Street Address ✓ City, State, Zip	2901 W Truman Blvd Jefferson City, MO 65102
Reference Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	Greg Trinkle (573) 522-0136 Greg.trinkle@mdc.mo.gov
Dates of Services:	01/2012 – Present
If service/contract has terminated, specify reason:	N/A
Dollar Value of Services	Approx: \$26,000 per year
Description of Services Performed, such as: ✓ Document printing, scanning, and distribution/delivery ✓ Document pick-ups ✓ Bid document deposit collections and tracking ✓ Document tracking, database management, web site maintenance ✓ Document security	We provide them secure document pick-ups and delivery, scanning, printing and distribution, including bid document deposit collection and tracking, database management and website maintenance, including posting and managing jobs online as necessary.

EXHIBIT B

CURRENT/PRIOR EXPERIENCE

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

Vendor Name or Subcontractor Name: <u>American Document Solutions</u>	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company:	PWArchitects
Address of Reference Company ✓ Street Address ✓ City, State, Zip	PWArchitects, Inc 2120 Forum Blvd Ste 101 Columbia, MO 65203
Reference Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	Kim Trabue (573) 449-2683 ktrabue@pwarchitects.com
Dates of Services:	09/2011 – Present
If service/contract has terminated, specify reason:	N/A
Dollar Value of Services	Approx: \$26,000 per year
Description of Services Performed, such as: ✓ Document printing, scanning, and distribution/delivery ✓ Document pick-ups ✓ Bid document deposit collections and tracking ✓ Document tracking, database management, web site maintenance ✓ Document security	We provide them secure document pick-ups and delivery, scanning, printing and distribution, including bid document deposit collection and tracking, database management and website maintenance, including posting and managing jobs online as necessary.

EXHIBIT B

CURRENT/PRIOR EXPERIENCE

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

Vendor Name or Subcontractor Name: <u>American Document Solutions</u>	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company:	Trittenbach Development
Address of Reference Company ✓ Street Address ✓ City, State, Zip	3301 Berrywood Dr Suite 103 Columbia, MO 65201
Reference Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	Mike Krumm (573) 823-6867 mekrumm@trittenbach.com
Dates of Services:	09/2011 – Present
If service/contract has terminated, specify reason:	N/A
Dollar Value of Services	Approx: \$35,000 per year
Description of Services Performed, such as: ✓ Document printing, scanning, and distribution/delivery ✓ Document pick-ups ✓ Bid document deposit collections and tracking ✓ Document tracking , database management, web site maintenance ✓ Document security	We provide them secure document pick-ups and delivery, scanning, printing and distribution, including bid document deposit collection and tracking, database management and website maintenance, including posting and managing jobs online as necessary.

EXHIBIT C

EXPERTISE OF PERSONNEL

(Complete this Exhibit for personnel proposed. Resumes for key personnel may also be provided)

Personnel	Background and Expertise of Personnel and Planned Duties
1. <u>Chad Roberts</u> (Name) <u>President</u> (Title) <u>Production, Quality Control, Logistics</u> (Proposed Role/Function)	Chad has over 21 years of experience in logistics/reprographics. As President he oversees all departments, assists with production, customer service and shipping as necessary. Chad also handles deliveries and meets with with clients on a daily basis.
2. <u>Brandon Roberts</u> (Name) <u>Operations Manager</u> (Title) <u>Production, Quality Control, IT</u> (Proposed Role/Function)	Brandon has 14 years of experience in the reprographic industry including bid document and online plan room management. Brandon oversees production, IT, assists with customer service and shipping. Brandon is also a certified technician for the most commonly used equipment in the industry.
3. <u>Kyla Young</u> (Name) <u>Office Manager</u> (Title) <u>Customer Service, Orders, Shipping</u> (Proposed Role/Function)	Kyla has 20 years of customer service experience with the last 11 focused in the reprographic industry with emphasis on bid document management and online planroom management. Kyla manages the office including customer service (answering phones, emails, faxes, orders, etc) accounting, addenda distribution and shipping.
4. <u>Scott Coulson</u> (Name) <u>Production Supervisor</u> (Title) <u>Production, Quality Control</u> (Proposed Role/Function)	Scott has over 10 years of experience in the reprographic industry including bid document and online plan room management. Scott leads production, assists with customer service, shipping and quality control.
5. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	

EXHIBIT D

METHOD OF PERFORMANCE

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

1. The vendor should obtain the set of drawings and specifications, as referenced in the Introduction and General Information section of the RFP, available as a sample of the state agency's bid documents. The vendor should print and submit, with the vendor's proposal, one (1) copy of the bid document from the state agency's sample bid document to demonstrate the vendor's printing abilities and capabilities.
 - a. The vendor's printing sample should be produced on the equipment proposed for the service of the contract. On the back side of the vendor's printing samples, the vendor should attach a label that clearly identifies the equipment used to produce the sample. Additionally, the vendor should identify the vendor's name or provide the vendor's logo on the back side of the printing sample.

PARAGRAPH REVISED VIA ADDENDUM #01.

- b. The vendor should print the set of drawings and specifications on twenty pound (20#) paper stock without color, as a sample of the vendor's printing quality. Drawings should be printed as both full size (24" x 36") and half size (12" x 18"). Among other consideration, the vendor's sample will be evaluated for overall clarity of printing of halftones, variations of grayscale, and paper stock.
- c. The vendor should scan the sample bid document and produce a CD-ROM as an example of the vendor's scan quality. The vendor's sample CD-ROM will be evaluated for quality.

Response: Our enclosed submittal samples meet all requirements. As requested, all documents were reproduced on the specified 20# stock and the CD represents our scan quality.

Note: The specification sample provided appears to have been scanned from hard copy so it has a slight pixilation that would not be present if it were created digitally. We have provided both a single sided copy as well as a double sided copy, with intentionally blank pages inserted, for evaluation.

2. The vendor should describe their method of ensuring the security of bid documents connected to sensitive construction projects. Specifically, the vendor should explain and show how the vendor will identify each secure project during the following phases: review, bid, construction, and as built or record sets.

Response: All secure documents are tracked through our Data Tracking System (DTS) that includes barcoding all documents of any size small format through large format. We also have the capability if necessary to reproduce these documents on colored paper.

We will use the following unique secure numbering scheme which is used for all project distribution, secure and/or non-secure. The Unique Project Number (UPN) will be tracked electronically throughout the printing and distribution process. It will appear on the document as a barcode with readable text. The UPN will be comprised of the following sequence:

III= Unique Project Number

A = Phase

R = Review

B = Bid

C = Construction

A = As Built or Record Set

B = Phase Number (1-9 and then A-Z)

EXHIBIT D, continued

C = Document Type

P = Plans

S = Specifications

A = Addenda

I = Insert

D = CD-Rom

C = Design Calculations

D = Volume or Addenda Number (1-9 and then A-Z)

EEE = Serial Number/Set Number

FFFF = Page Number

3. The vendor should explain and show how the vendor will identify and track all document types through multiple phases. The document types will include: plans, specifications, addenda, and CD-ROMs.

Response: Please see our numbering system above. As items are printed, they are barcoded with a specific barcode. An order is placed for each individual item requested. When an order goes to be filled each barcode must be scanned in to the DTS before the system will allow the order to be filled/completed. As an item is checked out, the barcode appears on the screen and shows the date and time the item was checked out. If not all items have been checked out a red warning will appear and the order cannot be completed. The system works the same way to accept returned documents. The documents are scanned in and appear on a daily report. The system and report will show all items returned in blue and those still checked out in red. The report also indicates if all items have been returned or if there are missing items.

4. The vendor should describe the method proposed for receipt, tracking, and return of the bid document deposits. Additionally, the vendor should describe and/or provide an example of the summary report proposed for notifying the state agency of returned bid documents and non-returned documents.

Response: All bid set deposits are collected from the Contractor in the form of a check or multiple checks if the project is only partially refundable. All deposits are recorded in our DTS per Contractor/Order, per Project for tracking and reporting purposes. A manual report is also kept within the individual project file. Our barcoding system within DTS allows for the returned sets to be scanned and a daily report generated showing what documents were returned and by whom (also mentioned in Response 3). A Contractor's deposit is returned when all bid documents are returned within 15 days after a project bids. Deposit checks are refunded in their original form. The return of the check and date refunded is recorded in DTS and our manual log.

A report will be generated for each individual project after 15 days of the bid date. Please see Attachment D.4

5. The vendor should provide a listing of the vendor's state-of-the-art equipment in place to support requirements for digital, color, and graphical printing, and CD-ROM reproduction. Listings should include the name of the equipment manufacturer, model numbers, and equipment purchase dates. Preference will be given to the vendor with the fullest line of up-to-date equipment in place.

Response:

<u>Manufacturer/Model</u>	<u>Quantity</u>	<u>Purchase Date</u>
Ricoh Pro 1107ex	1	04/2014
Lanier SP C830DN	1	05/2013
Kyocera 420i	1	06/2016
Ricoh MP9000	1	07/2011
Lanier MP C3002	1	09/2013
Lanier LD220	1	09/2014
Canon iPF765	1	10/2014
Canon iPF820	1	01/2010
Oce TDS 750	2	07/2011

EXHIBIT D, continued

Oce TC4 Scanner	1	07/2011
HP Designjet L26500	1	12/2012
Graphtec FC8000	1	12/2012
Seal 62 Ultra Laminator	1	10/2014
Dell Desktops	6	07/2011
HP Laptop	1	10/2015
Lenovo Desktop	1	04/2016
HP Desktop	3	07/2010
Custom Graphics Desktop	1	02/2015

6. The vendor should provide information demonstrating how the vendor's capabilities and techniques meet the requirements of the distribution/delivery as stated herein.

Response: *Our production facility is located within the 40 mile requested radius and we have a response time of less than an hour, Monday – Friday, 7:30AM – 5:00PM. Our pick-up, delivery, and distribution services are provided by company owned and insured vehicles. Documents can be picked up at our central Columbia location during our normal business hours, shipped (UPS, Fed-Ex or USPS), or hand delivered.*

All document orders are placed by Contractors, Clients, or our fully trained personnel through our DTS online ordering system for tracking and fulfillment. Orders can be tracked on our website through all of the following stages: Pending, Customer Pick-Up, Delivery, Ready to be Shipped, Filled/Shipped. All shipped documents can also be tracked directly from DTS. For an order to be completed all corresponding barcodes must be assigned to the order and if not, the system will not allow the order to be completed. This is part of our Quality Control Procedures we have in place.

7. The vendor should identify the location(s) of the vendor's proposed printing facilities. The vendor should also address the vendor's ability to respond to the state agency within the timeframe specified by the state agency.

Response: *Please see our Response above. Our print facility is located at:
1400 Forum Blvd.
Suite 1C
Columbia, MO 65203*

8. The vendor should provide information on quality control procedures to ensure that printing and distribution/delivery of bid documents and the vendor's tracking procedures are performed efficiently and are of the highest level of quality and accuracy.

Response: *Please see Attachment D.8 for our Quality Control Procedures.*

9. The vendor should describe the vendor's proposed method for the storage of bid documents in an archive system. The vendor should also identify the format in which the bid documents will be turned over to the state agency at the expiration/termination/cancellation of the contract.

Response: *All documents received (all phases) will be archived with multiple backups to ensure 99.99% redundancy. The documents will always remain in our online planroom in an archive status that isn't publically viewable. The archived documents can be made viewable within a few minutes upon the State's request. All archive documents are also stored locally on secure servers that are backed up daily to local storage drives as well as off-site storage drives. This prevents data loss in case of a catastrophic event.*

All archive documents will be created using a folder tree. The folder structure will be organized by project name, project number, bid date and type of document (plan, spec, etc.) For example:

EXHIBIT D, continued

(* = a new folder)

- * #123456 – Project Name – Bid Date (mm-dd-yyyy)
- *Plans
- *Specs
- *Addendum #1
- *Addendum #2

Should the contract expire, be canceled or terminated, State of Missouri Office of Administration Division of Facilities Management, Design & Construction will be provided all of their documents in Adobe PDF format. This is the most universal format and can be viewed by a plethora of applications and can be downloaded from the internet for free.

10. Organizational Chart - The vendor should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should include (1) The relationship of service personnel to management and support personnel, (2) The names of the personnel and the working titles of each, and (3) Any proposed subcontractors including management, supervisory, and other key personnel.
- The organizational chart should outline the team proposed for this project and the relationship of those team members to each other and to the management structure of the vendor's organization.

Response: *Please see Attachment D.10 for our Organizational Chart.*

11. Economic Impact to Missouri – the vendor should describe the economic advantages that will be realized as a result of the vendor performing the required services. The vendor should respond to the following:
- Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 - Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
 - Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

Response: *All document management services and printing we provide are done so by Missouri based businesses, performed by Missouri tax paying citizens. We are a local business as is our MBE/WBE partner and our business pay sales, property and employment taxes as required. Whenever possible we use vendors within the State of Missouri as well.*

The digital services we provide allow contractors the ability to pre-qualify the bidding projects online or by CD before requesting hard copy documents. This saves State of Missouri and taxpayer monies. Our services reach thousands of Contractors daily, free of charge to them. This allows Contractors to find out about State of Missouri bidding projects and determine if they are interested without having to leave their office saving personnel time and reducing expenses to the overall bidding project.

Attachment D.4 Bid Document Fee Report

Deposits for Plans Not Returned

7/11/2016

Project #6224 – Project Number / Project Name		Bid Categories:	Total: Comments:
Order #: 139108 Order Date: 2/9/2016	State of Missouri- Marlene Blackburn Contact: Marlene Blackburn 301 W High St Rm 730 Jefferson City, MO 65102 Phone: (573) 522-6035 FAX: (573) 751-7277	Owner	\$ 0
Discipline: Full Vol 2 Plans	Sets: 9921B1P2008	Checked Out on 2/9/2016 2:24:36 PM	
Discipline: Full Vol 1 Plans	Sets: 9921B1P1008	Checked Out on 2/9/2016 2:24:32 PM	
Discipline: Full Vol 3 Plans	Sets: 9921B1P3008	Checked Out on 2/9/2016 2:24:40 PM	
Discipline: Full Vol 4 Plans	Sets: 9921B1P4008	Checked Out on 2/9/2016 2:24:45 PM	
Discipline: Full Vol 5 Plans	Sets: 9921B1P5008	Checked Out on 2/9/2016 2:24:56 PM	
Discipline: Full Vol 6 Plans	Sets: 9921B1P6008	Checked Out on 2/9/2016 2:24:53 PM	
Discipline: Vol 1 Spec	Sets: 9921B1S1028	Checked Out on 2/9/2016 2:23:41 PM	
	9921B1S1029	Checked Out on 2/9/2016 2:23:44 PM	
Discipline: Vol 2 Spec	Sets: 9921B1S2028	Checked Out on 2/9/2016 2:23:33 PM	
	9921B1S2024	Checked Out on 2/9/2016 2:23:37 PM	
Discipline: Vol 3 Spec	Sets: 9921B1S3028	Checked Out on 2/8/2016 2:23:25 PM	
	9921B1S3029	Checked Out on 2/9/2016 2:23:29 PM	
Discipline: Vol 4 Spec	Sets: 9921B1S4029	Checked Out on 2/9/2016 2:23:16 PM	
	9921B1S4019	Checked Out on 2/9/2016 2:23:20 PM	
Order #: 139109 Order Date: 2/9/2016	State of Missouri- Drew Henrickson Contact: Drew Henrickson 301 W High St Rm 730 Jefferson City, MO 65102 Phone: (573) 751-8128 FAX: (573) 751-7277	Owner	\$ 0
Discipline: Full Vol 1 Plans	Sets: 9921B1P1007	Checked Out on 2/9/2016 2:30:19 PM	
Discipline: Full Vol 2 Plans	Sets: 9921B1P2007	Checked Out on 2/9/2016 2:30:15 PM	
Discipline: Full Vol 3 Plans	Sets: 9921B1P3007	Checked Out on 2/9/2016 2:30:34 PM	
Discipline: Full Vol 4 Plans	Sets: 9921B1P4007	Checked Out on 2/9/2016 2:30:30 PM	
Discipline: Full Vol 5 Plans	Sets: 9921B1P5007	Checked Out on 2/9/2016 2:30:49 PM	
Discipline: Full Vol 6 Plans	Sets: 9921B1P6007	Checked Out on 2/9/2016 2:30:45 PM	
Discipline: Vol 1 Spec	Sets: 9921B1S1030	Checked Out on 2/9/2016 2:28:51 PM	
	9921B1S1025	Checked Out on 2/9/2016 2:28:53 PM	
Discipline: Vol 2 Spec	Sets: 9921B1S2023	Checked Out on 2/9/2016 2:29:01 PM	
	9921B1S2022	Checked Out on 2/9/2016 2:29:05 PM	
Discipline: Vol 3 Spec	Sets: 9921B1S3030	Checked Out on 2/9/2016 2:29:10 PM	
	9921B1S3025	Checked Out on 2/9/2016 2:29:17 PM	
Discipline: Vol 4 Spec	Sets: 9921B1S4016	Checked Out on 2/9/2016 2:29:21 PM	
	9921B1S4017	Checked Out on 2/9/2016 2:29:25 PM	
Discipline: Vol 1 Half Size Plans- Owner Only	Sets: 9921B1H1017	Checked Out on 2/9/2016 2:28:23 PM	
Discipline: Vol 2 Half Size Plans- Owner Only	Sets: 9921B1H2016	Checked Out on 2/9/2016 2:28:27 PM	
Discipline: Vol 3 Half Size Plans- Owner Only	Sets: 9921B1H3016	Checked Out on 2/9/2016 2:28:31 PM	
Discipline: Vol 4 Half Size Plans- Owner Only	Sets: 9921B1H4016	Checked Out on 2/9/2016 2:28:35 PM	
Discipline: Vol 5 Half Size Plans- Owner Only	Sets: 9921B1H5016	Checked Out on 2/9/2016 2:28:43 PM	
Discipline: Vol 6 Half Size Plans- Owner Only	Sets: 9921B1H6016	Checked Out on 2/9/2016 2:28:36 PM	
Order #: 139111 Order Date: 2/9/2016	State of Missouri- Barry Robb Contact: Barry Robb Fulton State Hospital 600 E 5th St Fulton, MO 65251 Phone: 573	Owner	\$ 0

Discipline: Full Vol 1 Plans	Sets: 9921B1P1017	Checked Out on 2/9/2016 2:38:42 PM
Discipline: Full Vol 2 Plans	Sets: 9921B1P2017	Checked Out on 2/9/2016 2:38:38 PM
Discipline: Full Vol 3 Plans	Sets: 9921B1P3017	Checked Out on 2/9/2016 2:38:55 PM
Discipline: Full Vol 4 Plans	Sets: 9921B1P4017	Checked Out on 2/9/2016 2:38:51 PM
Discipline: Full Vol 5 Plans	Sets: 9921B1P5017	Checked Out on 2/9/2016 2:39:06 PM
Discipline: Full Vol 6 Plans	Sets: 9921B1P6017	Checked Out on 2/9/2016 2:39:01 PM
Discipline: Vol 1 Spec	Sets: 9921B1S1024	Checked Out on 2/9/2016 2:41:05 PM
	9921B1S1023	Checked Out on 2/9/2016 2:41:21 PM
Discipline: Vol 2 Spec	Sets: 9921B1S2019	Checked Out on 2/9/2016 2:41:25 PM
	9921B1S2015	Checked Out on 2/9/2016 2:41:28 PM
Discipline: Vol 3 Spec	Sets: 9921B1S3015	Checked Out on 2/9/2016 2:41:31 PM
	9921B1S3013	Checked Out on 2/9/2016 2:41:35 PM
Discipline: Vol 4 Spec	Sets: 9921B1S4015	Checked Out on 2/9/2016 2:41:43 PM
	9921B1S4024	Checked Out on 2/9/2016 2:42:03 PM
Discipline: Vol 1 Half Size Plans- Owner Only	Sets: 9921B1H1015	Checked Out on 2/9/2016 2:42:38 PM
Discipline: Vol 2 Half Size Plans- Owner Only	Sets: 9921B1H2014	Checked Out on 2/9/2016 2:42:23 PM
Discipline: Vol 3 Half Size Plans- Owner Only	Sets: 9921B1H3014	Checked Out on 2/9/2016 2:42:20 PM
Discipline: Vol 4 Half Size Plans- Owner Only	Sets: 9921B1H4014	Checked Out on 2/9/2016 2:42:16 PM
Discipline: Vol 5 Half Size Plans- Owner Only	Sets: 9921B1H5014	Checked Out on 2/9/2016 2:42:13 PM
Discipline: Vol 6 Half Size Plans- Owner Only	Sets: 9921B1H6016	Checked Out on 2/9/2016 2:42:09 PM
Order #: 139118	David Mason & Associates Civil Engineering	Bid Categories: Total: Comments: Consultant \$ 0
Order Date: 2/9/2016	Contact: Cary Hunter 800 S Vandeventer Ave St. Louis, MO 63110 Phone: (314) 678-3152 FAX: 314	
Discipline: Vol 1 Spec	Sets: 9921B1S1014	Checked Out on 2/9/2016 3:23:50 PM
Discipline: Vol 2 Spec	Sets: 9921B1S2030	Checked Out on 2/9/2016 3:23:45 PM
Discipline: Vol 3 Spec	Sets: 9921B1S3022	Checked Out on 2/9/2016 3:23:53 PM
Discipline: Vol 4 Spec	Sets: 9921B1S4005	Checked Out on 2/9/2016 3:23:56 PM
Discipline: Vol 1 Half Size Plans- Owner Only	Sets: 9921B1H1009	Checked Out on 2/9/2016 3:23:36 PM
Discipline: Vol 2 Half Size Plans- Owner Only	Sets: 9921B1H2011	Checked Out on 2/9/2016 3:23:32 PM
Discipline: Vol 3 Half Size Plans- Owner Only	Sets: 9921B1H3005	Checked Out on 2/9/2016 3:23:29 PM
Discipline: Vol 4 Half Size Plans- Owner Only	Sets: 9921B1H4008	Checked Out on 2/9/2016 3:23:25 PM
Discipline: Vol 5 Half Size Plans- Owner Only	Sets: 9921B1H5008	Checked Out on 2/9/2016 3:23:22 PM
Discipline: Vol 6 Half Size Plans- Owner Only	Sets: 9921B1H6010	Checked Out on 2/9/2016 3:23:19 PM
Order #: 139120	Rippe Associates	Bid Categories: Total: Comments: Consultant \$ 0
Order Date: 2/9/2016	Contact: Christine Guyott 6117 Blue Circle Dr Suite 100 Minneapolis, MN 55343 Phone: (952) 933-0313 FAX: Not Provided	
Discipline: Vol 1 Spec	Sets: 9921B1S1012	Checked Out on 2/9/2016 3:35:42 PM
Discipline: Vol 2 Spec	Sets: 9921B1S2025	Checked Out on 2/9/2016 3:35:28 PM
Discipline: Vol 3 Spec	Sets: 9921B1S3024	Checked Out on 2/9/2016 3:35:32 PM
Discipline: Vol 4 Spec	Sets: 9921B1S4005	Checked Out on 2/9/2016 3:35:19 PM
Discipline: Vol 6 Half Size Plans- Owner Only	Sets: 9921B1H5009	Checked Out on 2/9/2016 3:35:13 PM
Order #: 139128	Builders Association of Missouri- Jefferson City	Bid Categories: Total: Comments: Planroom \$ 0
Order Date: 2/10/2016	Contact: Becky Mitchell 3632 West Truman Blvd Jefferson City, MO 65109 Phone: (573) 893-3307 FAX: (573) 893-6176	
Discipline: Vol 1 Spec	Sets: 9921B1S1035	Checked Out on 2/10/2016 2:30:18 PM
Discipline: Vol 2 Spec	Sets: 9921B1S2035	Checked Out on 2/10/2016 2:30:22 PM
Discipline: Vol 3 Spec	Sets: 9921B1S3007	Checked Out on 2/10/2016 2:30:25 PM
Discipline: Vol 4 Spec	Sets: 9921B1S4033	Checked Out on 2/10/2016 2:30:28 PM

Discipline: CD	Sets: 9921B1D1002 Checked Out on 2/10/2016 2:30:15 PM
Discipline: Vol 1 Half Size Plans- Owner Only	Sets: 9921B1H1005 Checked Out on 2/10/2016 2:30:12 PM
Discipline: Vol 2 Half Size Plans- Owner Only	Sets: 9921B1H2005 Checked Out on 2/10/2016 2:30:08 PM
Discipline: Vol 3 Half Size Plans- Owner Only	Sets: 9921B1H3005 Checked Out on 2/10/2016 2:30:05 PM
Discipline: Vol 4 Half Size Plans- Owner Only	Sets: 9921B1H4005 Checked Out on 2/10/2016 2:30:02 PM
Discipline: Vol 5 Half Size Plans- Owner Only	Sets: 9921B1H5005 Checked Out on 2/10/2016 2:29:59 PM
Discipline: Vol 6 Half Size Plans- Owner Only	Sets: 9921B1H6005 Checked Out on 2/10/2016 2:29:55 PM

Order #: 139131	Kaiser Electric Inc	Bid Categories: Total: Comments:
Order Date: 2/10/2016	Contact: Jason Russell	Sub-Contractor \$ 400 044694
	508B Landers Way	
	Jefferson City, MO 65109	
	Phone: (573) 462-0206	
	FAX: (573) 556-8777	

Discipline: Full Vol 1 Plans	Sets: 9921B1P1023 Checked Out on 2/10/2016 2:41:50 PM
Discipline: Full Vol 2 Plans	Sets: 9921B1P2023 Checked Out on 2/10/2016 2:41:47 PM
Discipline: Full Vol 3 Plans	Sets: 9921B1P3023 Checked Out on 2/10/2016 2:42:21 PM
Discipline: Full Vol 4 Plans	Sets: 9921B1P4023 Checked Out on 2/10/2016 2:42:26 PM
Discipline: Full Vol 5 Plans	Sets: 9921B1P5023 Checked Out on 2/10/2016 2:42:18 PM
Discipline: Full Vol 6 Plans	Sets: 9921B1P6023 Checked Out on 2/10/2016 2:42:14 PM
Discipline: Vol 1 Spec	Sets: 9921B1S1032 Checked Out on 2/10/2016 2:42:54 PM
Discipline: Vol 2 Spec	Sets: 9921B1S2034 Checked Out on 2/10/2016 2:42:58 PM
Discipline: Vol 3 Spec	Sets: 9921B1S3032 Checked Out on 2/10/2016 2:43:02 PM
Discipline: Vol 4 Spec	Sets: 9921B1S4031 Checked Out on 2/10/2016 2:43:06 PM

Order #: 139146	McCarthy Building Companies inc	Bid Categories: Total: Comments:
Order Date: 2/11/2016	Contact: Brian Kecec	NOT BIDDING \$ 0
	1341 North Rock Hill Road	
	St Louis, MO 63124	
	Phone: (314) 919-2191	
	FAX: (314) 968-0032	

Discipline: CD	Sets: 9921B1D1005 Checked Out on 2/11/2016 8:45:13 AM
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Order #: 139150	KCI Construction Co-	STL Bid Categories: Total: Comments:
Order Date: 2/11/2016	Contact: Tom Huster	General Contractor \$ 400 10971
	10315 Lake Bluff Dr	
	St. Louis, MO 63123	
	Phone: (314) 894-7418	
	FAX: (314) 894-7418	

Discipline: Full Vol 1 Plans	Sets: 9921B1P1020 Returned on 3/29/2016 1:50:09 PM
Discipline: Full Vol 2 Plans	Sets: 9921B1P2020 Returned on 3/29/2016 1:53:54 PM
Discipline: Full Vol 3 Plans	Sets: 9921B1P3020 Returned on 3/29/2016 1:53:02 PM
Discipline: Full Vol 4 Plans	Sets: 9921B1P4020 Returned on 3/29/2016 1:48:49 PM
Discipline: Full Vol 5 Plans	Sets: 9921B1P5020 Returned on 3/29/2016 2:01:43 PM
Discipline: Full Vol 6 Plans	Sets: 9921B1P6020 Returned on 3/29/2016 1:59:57 PM
Discipline: Vol 1 Spec	Sets: 9921B1S1046 Returned on 3/29/2016 2:23:41 PM
Discipline: Vol 2 Spec	Sets: 9921B1S2053 Returned on 3/29/2016 2:23:36 PM
Discipline: Vol 3 Spec	Sets: 9921B1S3058 Returned on 3/29/2016 2:23:52 PM
Discipline: Vol 4 Spec	Sets: 9921B1S4053 Returned on 3/29/2016 2:23:26 PM
Discipline: Vol 1 Spec	Sets: 9921B1S1061 Returned on 3/29/2016 2:24:04 PM
Discipline: Vol 2 Spec	Sets: 9921B1S2061 Returned on 3/29/2016 2:23:59 PM
Discipline: Vol 3 Spec	Sets: 9921B1S3061 Returned on 3/29/2016 2:23:29 PM
Discipline: Vol 4 Spec	Sets: 9921B1S4061 Returned on 3/29/2016 2:23:47 PM

Order #: 139155	Christensen Construction Company	Bid Categories: Total: Comments:
Order Date: 2/11/2016	Contact: Tom Christensen	Sub-Contractor \$ 400 Dep Acct
	2505 County Rd 269	
	Columbia, MO 65202	
	Phone: (573) 814-3308	
	FAX: (573) 814-0403	

Discipline: Full Vol 1 Plans	Sets: 9921B1P1022 Checked Out on 2/11/2016 11:34:11 AM
Discipline: Full Vol 2 Plans	Sets: 9921B1P2022 Checked Out on 2/11/2016 11:34:08 AM
Discipline: Full Vol 3 Plans	Sets: 9921B1P3022 Checked Out on 2/11/2016 11:34:45 AM
Discipline: Full Vol 4 Plans	Sets: 9921B1P4022 Checked Out on 2/11/2016 11:34:41 AM

Discipline: Full Vol 5 Plans	Sets: 9921B1P5022 Checked Out on 2/11/2016 11:34:57 AM
Discipline: Full Vol 6 Plans	Sets: 9921B1P6022 Checked Out on 2/11/2016 11:34:54 AM
Discipline: Vol 1 Spec	Sets: 9921B1S1003 Checked Out on 2/11/2016 11:35:31 AM
Discipline: Vol 2 Spec	Sets: 9921B1S2003 Checked Out on 2/11/2016 11:35:24 AM
Discipline: Vol 3 Spec	Sets: 9921B1S3002 Checked Out on 2/11/2016 11:35:20 AM
Discipline: Vol 4 Spec	Sets: 9921B1S4027 Checked Out on 2/11/2016 11:35:15 AM

Order #: 139162	Heitkamp Masonry, Inc.	Bid Categories: Total: Comments:
Order Date: 2/11/2016	Contact: Dan Grass	Sub-Contractor \$ 400 4162
	16129 Westwoods Business Park	
	Ellisville, MO 63021	
	Phone: (636) 230-5973	
	FAX: (636) 230-0965	

Discipline: Full Vol 1 Plans	Sets: 9921B1P1025 Checked Out on 2/12/2016 8:31:20 AM
Discipline: Full Vol 2 Plans	Sets: 9921B1P2025 Checked Out on 2/12/2016 8:31:23 AM
Discipline: Full Vol 3 Plans	Sets: 9921B1P3025 Checked Out on 2/12/2016 8:30:55 AM
Discipline: Full Vol 4 Plans	Sets: 9921B1P4025 Checked Out on 2/12/2016 8:30:41 AM
Discipline: Full Vol 5 Plans	Sets: 9921B1P5025 Checked Out on 2/12/2016 8:30:28 AM
Discipline: Full Vol 6 Plans	Sets: 9921B1P6025 Checked Out on 2/12/2016 8:30:34 AM
Discipline: Vol 1 Spec	Sets: 9921B1S1051 Returned on 5/16/2016 1:26:57 PM
Discipline: Vol 2 Spec	Sets: 9921B1S2053 Returned on 5/16/2016 1:26:55 PM
Discipline: Vol 3 Spec	Sets: 9921B1S3052 Returned on 5/16/2016 1:27:00 PM
Discipline: Vol 4 Spec	Sets: 9921B1S4048 Returned on 5/16/2016 1:27:03 PM

Order #: 139163	Walsh Insulation Services, Inc.	Bid Categories: Total: Comments:
Order Date: 2/12/2016	Contact: David Bredenkoetter	Sub-Contractor \$ 400 Dep Acct
	24050 Missouri Riverview Drive	
	Hartsburg, MO 65039	
	Phone: (573) 634-5922	
	FAX: (573) 761-3260	

Discipline: Full Vol 1 Plans	Sets: 9921B1P1012 Checked Out on 2/12/2016 8:34:37 AM
Discipline: Full Vol 2 Plans	Sets: 9921B1P2012 Checked Out on 2/12/2016 8:34:33 AM
Discipline: Full Vol 3 Plans	Sets: 9921B1P3012 Checked Out on 2/12/2016 8:34:25 AM
Discipline: Full Vol 4 Plans	Sets: 9921B1P4012 Checked Out on 2/12/2016 8:34:21 AM
Discipline: Full Vol 5 Plans	Sets: 9921B1P5012 Checked Out on 2/12/2016 8:34:11 AM
Discipline: Full Vol 6 Plans	Sets: 9921B1P6012 Checked Out on 2/12/2016 8:34:08 AM
Discipline: Vol 1 Spec	Sets: 9921B1S1052 Checked Out on 2/12/2016 8:35:12 AM
Discipline: Vol 2 Spec	Sets: 9921B1S2052 Checked Out on 2/12/2016 8:35:07 AM
Discipline: Vol 3 Spec	Sets: 9921B1S3049 Checked Out on 2/12/2016 8:35:02 AM
Discipline: Vol 4 Spec	Sets: 9921B1S4047 Checked Out on 2/12/2016 8:34:56 AM

Order #: 139194	Sterling Excavation and Erection,LLC	Bid Categories: Total: Comments:
Order Date: 2/16/2016	- SDVOSB	Sub-Contractor \$ 400 5673
	Contact: Pat Ryan	
	2701 West Main St	
	Suite 202	
	Jefferson City, MO 65109	
	Phone: (573) 635-8015	
	FAX: (573) 635-7972	

Discipline: Full Vol 1 Plans	Sets: 9921B1P1032 Returned on 3/28/2016 1:37:20 PM
Discipline: Full Vol 2 Plans	Sets: 9921B1P2032 Returned on 3/28/2016 1:37:27 PM
Discipline: Full Vol 3 Plans	Sets: 9921B1P3032 Returned on 3/28/2016 1:37:40 PM
Discipline: Full Vol 4 Plans	Sets: 9921B1P4032 Returned on 3/28/2016 1:37:47 PM
Discipline: Full Vol 5 Plans	Sets: 9921B1P5032 Returned on 3/28/2016 1:37:53 PM
Discipline: Full Vol 6 Plans	Sets: 9921B1P6032 Returned on 3/28/2016 1:37:59 PM
Discipline: Vol 1 Spec	Sets: 9921B1S1057 Returned on 3/28/2016 1:38:29 PM
Discipline: Vol 2 Spec	Sets: 9921B1S2043 Returned on 3/28/2016 1:38:37 PM
Discipline: Vol 3 Spec	Sets: 9921B1S3047 Returned on 3/28/2016 1:38:45 PM
Discipline: Vol 4 Spec	Sets: 9921B1S4056 Returned on 3/28/2016 1:38:57 PM

Order #: 139243	Ahrens Contracting Inc.	Bid Categories: Total: Comments:
Order Date: 2/18/2016	Contact: Adam Jones	Sub-Contractor \$ 400 2467
	140 Lafayette Ave.	
	St. Louis, MO 63104	

Phone: (314) 631-7799
FAX: (314) 621-0977

Discipline: Full Vol 1 Plans	Sets: 9921B1P1968 Checked Out on 2/18/2016 1:54:37 PM
Discipline: Full Vol 2 Plans	Sets: 9921B1P2003 Checked Out on 2/18/2016 1:54:33 PM
Discipline: Full Vol 3 Plans	Sets: 9921B1P3003 Checked Out on 2/18/2016 1:54:19 PM
Discipline: Full Vol 4 Plans	Sets: 9921B1P4003 Checked Out on 2/18/2016 1:54:28 PM
Discipline: Full Vol 5 Plans	Sets: 9921B1P5003 Checked Out on 2/18/2016 1:54:14 PM
Discipline: Full Vol 6 Plans	Sets: 9921B1P6003 Checked Out on 2/18/2016 1:54:07 PM
Discipline: Vol 1 Spec	Sets: 9921B1S1008 Checked Out on 2/18/2016 1:55:10 PM
Discipline: Vol 2 Spec	Sets: 9921B1S2048 Checked Out on 2/18/2016 1:55:02 PM
Discipline: Vol 3 Spec	Sets: 9921B1S3043 Checked Out on 2/18/2016 1:54:53 PM
Discipline: Vol 4 Spec	Sets: 9921B1S4043 Checked Out on 2/18/2016 1:54:48 PM

Order #: 139265
Order Date: 2/19/2016

Cam-Dex Security Corp
Contact: John Krumme
10 Central Ave
Kansas City, KS 66118
Phone: (800) 873-8833
FAX: (913) 621-6448

Bid Categories: Total: Comments:
Sub-Contractor \$ 400 00245678

Discipline: Full Vol 1 Plans	Sets: 9921B1P1035 Returned on 4/5/2016 1:24:29 PM
Discipline: Full Vol 2 Plans	Sets: 9921B1P2035 Returned on 4/5/2016 1:24:20 PM
Discipline: Full Vol 3 Plans	Sets: 9921B1P3035 Checked Out on 2/22/2016 2:05:32 PM
Discipline: Full Vol 4 Plans	Sets: 9921B1P4035 Returned on 4/5/2016 1:22:22 PM
Discipline: Full Vol 5 Plans	Sets: 9921B1P5035 Returned on 4/5/2016 1:22:50 PM
Discipline: Full Vol 6 Plans	Sets: 9921B1P6035 Returned on 4/5/2016 1:25:06 PM
Discipline: Vol 1 Spec	Sets: 9921B1S1040 Returned on 4/5/2016 1:18:07 PM
Discipline: Vol 2 Spec	Sets: 9921B1S2042 Returned on 4/5/2016 1:18:15 PM
Discipline: Vol 3 Spec	Sets: 9921B1S3036 Returned on 4/5/2016 1:18:04 PM
Discipline: Vol 4 Spec	Sets: 9921B1S4038 Returned on 4/5/2016 1:18:01 PM

Order #: 139271
Order Date: 2/22/2016

American Construction Co
Contact: Tim Jones
12390 N Hwy YY
St. Louis, MO 65256
Phone: (314) 874-2539
FAX: (314) 449-5207

Bid Categories: Total: Comments:
General \$ 800 47639
Contractor

Discipline: Full Vol 1 Plans	Sets: 9921B1P1038 Checked Out on 2/23/2016 9:17:10 AM
	9921B1P1037 Checked Out on 2/23/2016 9:16:40 AM
Discipline: Full Vol 2 Plans	Sets: 9921B1P2035 Checked Out on 2/23/2016 9:17:14 AM
	9921B1P2037 Checked Out on 2/23/2016 9:18:44 AM
Discipline: Full Vol 3 Plans	Sets: 9921B1P3036 Checked Out on 2/23/2016 9:17:21 AM
	9921B1P3037 Checked Out on 2/23/2016 9:18:52 AM
Discipline: Full Vol 4 Plans	Sets: 9921B1P4038 Checked Out on 2/23/2016 9:17:17 AM
	9921B1P4037 Checked Out on 2/23/2016 9:18:49 AM
Discipline: Full Vol 5 Plans	Sets: 9921B1P5038 Checked Out on 2/23/2016 9:17:30 AM
	9921B1P5037 Checked Out on 2/23/2016 9:19:02 AM
Discipline: Full Vol 6 Plans	Sets: 9921B1P6038 Checked Out on 2/23/2016 9:17:25 AM
	9921B1P6037 Checked Out on 2/23/2016 9:18:57 AM
Discipline: Vol 1 Spec	Sets: 9921B1S1041 Checked Out on 2/23/2016 9:20:40 AM
	9921B1S1042 Checked Out on 2/23/2016 9:20:44 AM
Discipline: Vol 2 Spec	Sets: 9921B1S2041 Checked Out on 2/23/2016 9:20:18 AM
	9921B1S2040 Checked Out on 2/23/2016 9:20:23 AM
Discipline: Vol 3 Spec	Sets: 9921B1S3039 Checked Out on 2/23/2016 9:20:03 AM
	9921B1S3036 Checked Out on 2/23/2016 9:20:09 AM
Discipline: Vol 4 Spec	Sets: 9921B1S4039 Checked Out on 2/23/2016 9:19:43 AM
	9921B1S4036 Checked Out on 2/23/2016 9:19:47 AM

Total Returns Due: \$3200

ATTACHMENT D.8
QUALITY CONTROL PROCEDURES

○ **Intake**

- Project comes in via our company courier, customer drop off, LeapFile or electronic file transfer
- If project comes in electronically, the sender is notified that we have received it and the documents are saved in our securely backed system
- CSR prepares an electronic work order through the accounting system with a unique work order ID# and a hard copy is printed
- All project information is added to our Document Tracking System (DTS)
- All owners, architects, engineers, contractors, planrooms and others being distributed to are added to the DTS if not already there. The project quantities and order details are added
- Each order created has a unique order number that is associated with the customer being distributed to
- The order then appears in the DTS as a pending order and any necessary delivery tickets are printed

○ **Production**

- The hard copy work order is placed in the production department's in-box
- Hard copies to be reproduced are distributed by the CSR to the respective production department areas and production is notified of the whereabouts of any electronic documents
- The project is written visually in the Production area by the CSR. This info includes project name & number, owner, number of copies of all pieces, date & time due, and any special instructions. This information is not deleted until 100% of the project has been completed.

○ **1st Production QC**

- Production checks the number of copies requested on our work order against the number of copies requested by the client's transmittal
- Production checks all plans & specs against the TOC/Index before any reproduction begins
- Slip sheets are inserted in specs where necessary
- If any discrepancies are found between the TOC/Index and the documents we have, the client is immediately notified and the project is held until all discrepancies are resolved with the client
- Documents are scanned in to our Archival system and saved to an individual clients folder based on the phase of the project. See structure under Archive D.9.

ATTACHMENT D.8, continued

○ **2nd Production QC**

- Once documents have been corrected and scanned, a hard copy is printed and rechecked. If ok, production begins
- Production personnel are constantly monitoring output for quality and accuracy

○ **3rd Production QC**

- Production manager reviews all plans and specs that have been produced before distribution occurs
- Production manager creates the UPN Bar Codes for the project and each piece is labeled
- Production department labels plans & specs
- Based on the distribution list the client provides, the documents are separated by delivery, ship out, shelf set
- Inserts (including a Return Handling Process for deposit refund) are placed behind the front cover of contractor sets with an envelope or label as requested
- Production personnel complete the work order by filling in all remaining items including the number of originals, all sizes, and any other information

○ **4th QC – Shipping Department**

- The courier matches up what was prepared by production with the delivery tickets the CSR prepares.

○ **5th QC – Shipping Department**

- Prior to shipping or delivery, the DTS is used to log all outgoing items to the order. Documents can be assigned by sheet or item as needed.
- The DTS will not allow any items to be distributed that are not on the order, to distribute too many items, or incorrect items
- The UPN barcodes are recorded in the DTS and serve as the set number distributed to that Customer. This allows us to know exactly what pieces were distributed to whom.
- Once all items for an order are scanned, the DTS will recognize and update that the order has been filled
- Documents requiring shipping are then packaged for shipment with the project name, number and the company name as references one and two on the shipping label for easy reference. This helps us ensure we have the right tracking number for a particular customer and if the shipping company has a problem it allows us to know exactly what is in the package
- Tracking numbers for items shipped are added to our DTS for the company and/or individual they were shipped to, under the project. With a simple click, an item can be tracked by anyone.
- We electronically have daily shipping logs, that are archived, with all information and also store a hard copy for easy tracking
- After delivery & ship out orders have been filled, all remaining sets are rolled up individually.

ATTACHMENT D.8, continued

- Documents are posted to website (if requested)
- Once production and shipping are finished the production manager reviews the work order before sending back to CSR
- Production manager deletes the work order visually from the board
 - o **Accounting**
 - CSR matches up signed delivery tickets with work order and verifies that all documents requiring shipping or delivery have been completed
 - CSR verifies all data has been filled out correctly on the work order and enters it in our accounting system
 - A hard copy of the updated work order is then given to accounting to review and produce an invoice as necessary (some clients request several work orders be put on one invoice)
 - o **Distribution and Deposit Tracking of Shelf Sets**
 - Shelf sets can be issued via electronic orders that come in from our electronic plan room or walk-in customers
 - Emails are generated for all work orders placed that go directly to production and shipping
 - CSR prints hard copies of all orders that are placed
 - CSR keeps a separate folder for each project. Deposit account information, physical checks, order forms and a daily log are kept.
 - The log includes the name of every company that has received plans for that project, the date an electronic copy of the check was received (if applicable), the check number, or credit card type and transaction number, or that the customer is on our depositor list. The log also shows the date the physical funds were received and the date the funds were returned to the customer. If a deposit is partially refundable, there are two separate folders, one marked refundable and one marked non-refundable created. These separately contain the information above for each deposit type.
 - CSR records bar codes in DTS and fills orders for walk in customers
 - CSR gives printed ticket to shipping to fill ship out orders
 - All items (plans, specs, inserts, addendum, etc.) are scanned in the DTS against the order that was placed prior to documents leaving the facility
 - Once all items ordered have been scanned, the system shows the order as being filled as of that date and tracking is entered in DTS
 - After the items ships, the order is returned to the CSR for confirmation
 - o **Plan Return Handling**
 - When returns come back, they are scanned to the DTS for each item that was distributed.
 - The system affiliates the UPN barcode with the order in the DTS. The items are “checked-in” for that order

ATTACHMENT D.8, continued

- A Daily Returns Report shows all items that have been returned for a project and by whom. The report will show if all items were returned or if there were items missing from a particular project.
- If all items were returned the refundable portion of the deposit is returned to the customer in the same form of payment as received.
- If not all items were returned for the order a customer is notified so that the missing items can be returned and their deposit refunded.

o Addendum Distribution

- If Addendum is received electronically or in hard copy form by 3:00 pm, we can process and distribute it same day
- If received electronically, sender is notified of receipt
- CSR prepares a work order through the accounting system with a UPN order ID# and a hard copy is printed
- CSR prints a current Plan holders list, attaching it to the work order, and makes delivery tickets for all local deliveries
- Work orders are placed in production in-box and written visually in Production
- Because of the time sensitive material, production members are also verbally told by the CSR about the Addendum
- Documents are reviewed for mistakes/omissions
- Addenda documents are scanned and/or directly saved to our storage drive the same way as bid and review documents. Within the project folder a new folder is created and named Add #, with the date and how the addenda is being issued, fax, email, ship, etc.
- Addendum to be faxed or emailed are sent out to all plan holders
- Confirmation reports are generated and stored. Any errors are attempted a second time. If this fails we attempt to call and verify the contact information we have. If contact can't be made a hard copy is sent overnight.
- If an addenda needs to be shipped, Production Manager creates the UPN Bar Codes for the Addendum
- Production personnel are constantly monitoring output for quality and accuracy
- Production Manager reviews all addendum items that have been produced before distribution occurs
- The Addendum is posted to our DTS and bid dates are updated if necessary
- The courier matches up what was prepared by production with the delivery tickets the CSR prepares
- DTS is used to log all delivery and ship out items for an order
- Documents requiring shipping are then packaged for shipment with the project name, number, addendum number, and the company name as references one and two on the shipping label for easy reference
- Shipping and processing charges are calculated and the work order is filled out
- Production Manager erases order visually from production and returns the work order with all shipping information to the CSR for further review
- CSR verifies all shipments went out and ticket information is correct and adds it to the accounting system before forwarding the ticket to accounting

Attachment D.10

10. Organizational Chart:

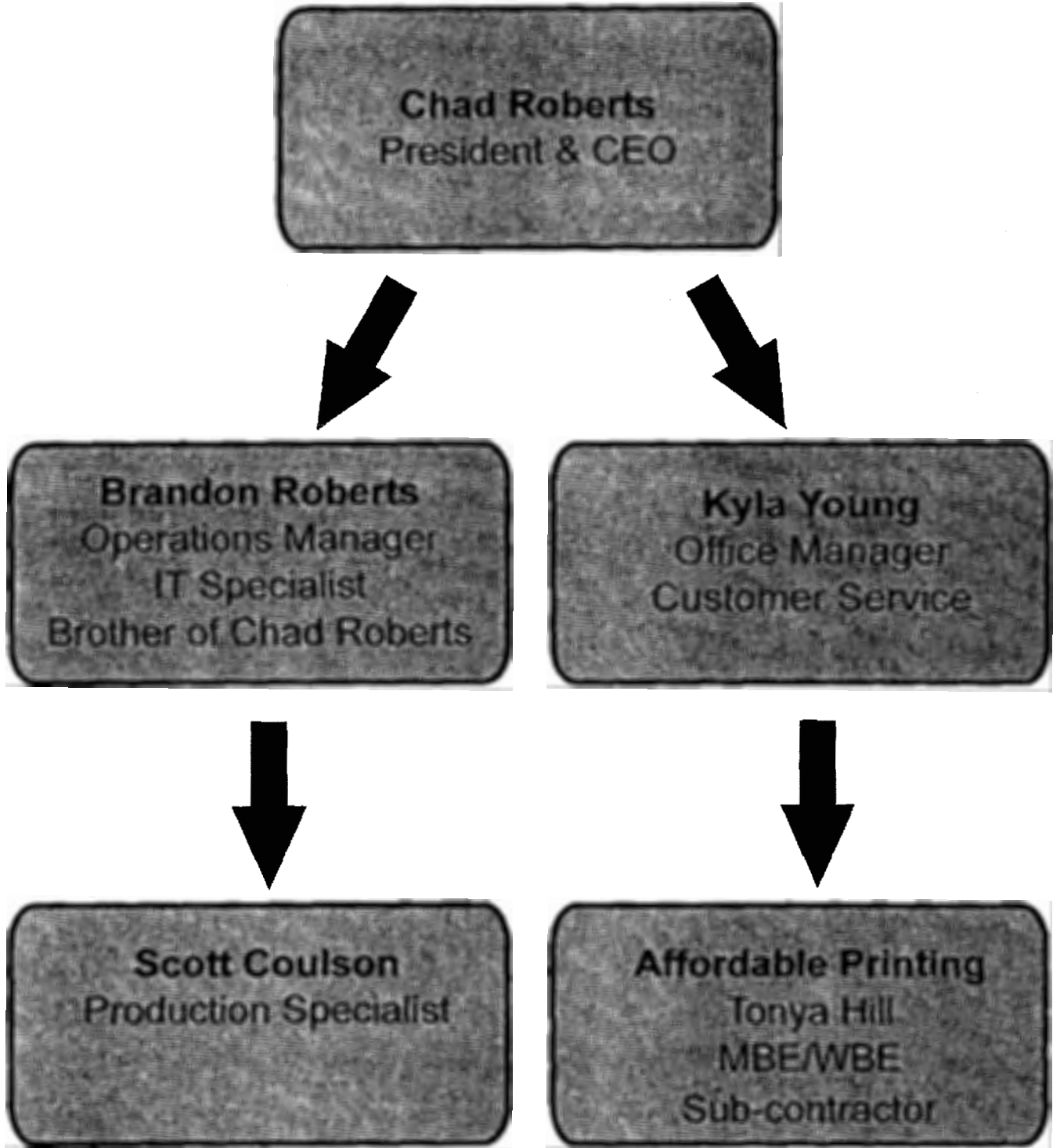


EXHIBIT E

PARTICIPATION COMMITMENT

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

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

MBE Participation Commitment Table		
<i>(The services performed or the products provided by the listed MBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)</i>		
Name of Each Qualified Minority Business Enterprise (MBE) Proposed	Committed Percentage of Participation for Each MBE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed MBE <i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the MBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1. Affordable Printing	10%	Product/Service(s) proposed: Small format printing RFP Paragraph References: 2.2.2, The printing of bid document specifications is essential and exclusive to this contract.
2.	%	Product/Service(s) proposed: RFP Paragraph References:
3.	%	Product/Service(s) proposed: RFP Paragraph References:
4.	%	Product/Service(s) proposed: RFP Paragraph References:
Total MBE Percentage:	10%	

EXHIBIT E, continued

WBE Participation Commitment Table		
<i>(The services performed or the products provided by the listed WBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)</i>		
Name of Each Qualified Women Business Enterprise (WBE) proposed	Committed Percentage of Participation for Each WBE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed WBE <i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the WBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1. Affordable Printing	5%	Product/Service(s) proposed: Small format printing RFP Paragraph References: 2.2.2, The printing of bid document specifications is essential and exclusive to this contract.
2.	%	Product/Service(s) proposed: RFP Paragraph References:
3.	%	Product/Service(s) proposed: RFP Paragraph References:
4.	%	Product/Service(s) proposed: RFP Paragraph References:
Total WBE Percentage:	5%	

Organization for the Blind/Sheltered Workshop Commitment Table	
<i>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.</i>	
<i>(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.)</i>	
Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1. N/A	Product/Service(s) proposed: RFP Paragraph References:
2.	Product/Service(s) proposed: RFP Paragraph References:

EXHIBIT E, continued

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

EXHIBIT F

DOCUMENTATION OF INTENT TO PARTICIPATE

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

~ Copy This Form For Each Organization Proposed ~

Vendor Name: American Document Solutions

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

MBE WBE Organization for the Blind Sheltered Workshop SDVE

Name of Organization: Affordable Printing, LLC

(Name of MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)

Contact Name: Tonya Hill Email: affordableprinting@att.net

Address (If SDVE, provide MO Address): 10 Bittersweet Lane Phone #: (314) 882-3335

City: St. Louis Fax #: (888) 336-3055

State/Zip: Missouri / 63138 Certification # B04697

SDVE's Website Certification (or attach copy of certification)

Address: Expiration Date: 08/01/2016

Service-Disabled Veteran's (SDV) Name: SDV's Signature:

(Please Print)

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

Small format printing

Authorized Signature:

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

06/21/2016
 Date
 (Dated no earlier than the RFP issuance date)

EXHIBIT F, continued

DOCUMENTATION OF INTENT TO PARTICIPATE

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)

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

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

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

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

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

Date SDV Documents were Submitted: _____

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

(if applicable and known)

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

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



State of Missouri
Office of Administration
Office of Equal Opportunity

Doug Nelson
Commissioner of Administration

Celeste Metcalf
Director

This is to certify that Affordable Printing, LLC qualifies as a Minority Business Enterprise and Women Business Enterprise that has met the eligibility criteria established by the State of Missouri, Office of Administration.

Celeste Metcalf

Celeste Metcalf, Director, Office of Equal Opportunity

Certification Number B04697 Date of Issue 8/6/2013 Date of Expiration 8/1/2016

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.

- | |
|---|
| <p>BOX A: To be completed by a non-business entity as defined below.</p> <p>BOX B: To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.uscis.gov/e-verify.</p> <p>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.</p> |
|---|

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

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

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

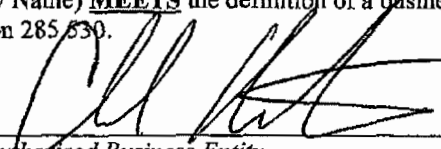
EXHIBIT G, continued

(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 American Document Solutions (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

Chad Roberts
Authorized Business Entity Representative's
Name (Please Print)


Authorized Business Entity
Representative's Signature

American Document Solutions
Business Entity Name

6/22/16
Date

chad@adsmo.net
E-Mail Address

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

- Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.uscis.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

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

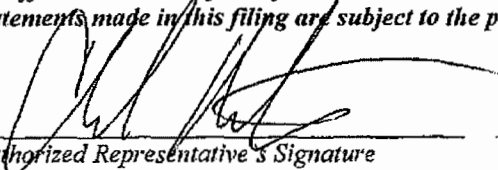
EXHIBIT G, continued

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 Chad Roberts (Name of Business Entity Authorized Representative) as President (Position/Title) first being duly sworn on my oath, affirm American Document Solutions (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 American Document Solutions (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.)

	Chad Roberts
Authorized Representative's Signature	Printed Name
President	<u>6/22/16</u>
Title	Date
chad@adsmo.net	417178
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this 22nd of June, 2016. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of Boone, State of
(NAME OF COUNTY)
Missouri, and my commission expires on 09/08/2018.
(NAME OF STATE) (DATE)

	<u>6/22/16</u>
Signature of Notary	Date

ADAM BOZEK Notary Public - Notary Seal STATE OF MISSOURI County of Boone My Commission Expires 9/08/2018 Commission # 14629988

E-Verify

Employment Eligibility Verification



Welcome Brandon Roberts User ID BROB7215 Last Login 09:08 AM - 06/21/2016 Log Out

Click any for help

- Home
- My Cases
- New Case**
- View Cases
- Search Cases
- My Profile
- Edit Profile
- Change Password
- Change Security Questions
- My Company
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports
- View Reports
- My Resources
- View Essential Resources
- Take Tutorial
- View User Manual
- Share Ideas
- Contact Us

Company Information

Company Name: American Development Services [View / Edit](#)

Company ID Number: 417178
Doing Business As (DBA) Name: American Document Solutions
DUNS Number:

Physical Location:	Mailing Address:
Address 1: 1400 Forum Blvd.	Address 1:
Address 2: Suite 1C	Address 2:
City: Columbia	City:
State: MO	State:
Zip Code: 65203	Zip Code:
County: BOONE	

Additional Information:
Employer Identification Number: 452048524
Total Number of Employees: 5 to 9
Parent Organization:
Administrator:

Organization Designation:
Employer Category: None of these categories apply

NAICS Code: 519 - OTHER INFORMATION SERVICES [View / Edit](#)

Total Hiring Sites: 1 [View / Edit](#)

Total Points of Contact: 1 [View / Edit](#)

[View MOU](#)

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*

Business Entity Name

Date

E-Mail Address

E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer

Date

EXHIBIT H

MISCELLANEOUS INFORMATION

Outside United States

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

Are any of the vendor's proposed products and/or services being manufactured or performed at sites outside the United States?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
If YES, do the proposed products/services satisfy the conditions described in section 4, subparagraphs 1, 2, 3, and 4 of Executive Order 04-09? (see the following web link: http://sl.sos.mo.gov/CMSImages/Library/Reference/Orders/2004/eo04_009.pdf)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<p>If YES, mark the appropriate exemption below, and provide the requested details:</p> <p>1. <input type="checkbox"/> Unique good or service.</p> <ul style="list-style-type: none"> • EXPLAIN: _____ <p>2. <input type="checkbox"/> Foreign firm hired to market Missouri services/products to a foreign country.</p> <ul style="list-style-type: none"> • Identify foreign country: _____ <p>3. <input type="checkbox"/> Economic cost factor exists</p> <ul style="list-style-type: none"> • EXPLAIN: _____ <p>4. <input type="checkbox"/> Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US.</p> <ul style="list-style-type: none"> • Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: _____% • Specify what contract work would be performed outside the United States: _____ 		

Employee/Conflict of Interest:

<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>	
Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	None
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	None
Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____%

EXHIBIT H, continued

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

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

X01170656	American Document Solutions
<i>Charter Number (if applicable)</i>	<i>Company Name</i>
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:	

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

Proposed Subcontractor Name and Address	Service Proposed to be Provided by the Proposed Subcontractor
Affordable Printing, LLC 10 Bittersweet Lane St. Louis, MO 63138	Small format printing



MISSOURI ONLINE BUSINESS FILING

Online Help

Fictitious Name Details as of 7/7/2016

Business Entity Fees & Forms	<input type="checkbox"/> Required Field		
Business Entity FAQ	File Documents - select the filing from the "Filing Type" drop-down list, then click FILE ONLINE.		
Business Entity Home Page	File Registration Reports - click FILE REGISTRATION REPORT.		
Business Entity Online Filing	Copies or Certificates - click FILE COPIES/CERTIFICATES.		
Business Outreach Office	RETURN TO SEARCH RESULTS	Select filing from the list. Filing Type Fictitious Name Cancellation	FILE ONLINE
Business Entity Contact Us	ORDER COPIES/ CERTIFICATES		
UCC Online Filing	General Information	Filings	Address
Secretary of State Home Page	Name(s) American Document Solutions		
	Type Fictitious Name	Address 1400 Forum Blvd Suite 1C Columbia, MO 65203	
	Status Fictitious Active	Charter No. X01170656	
		Date Formed 9/16/2011	
		Expiration Date 9/16/2021	
<p>The information contained on this page is provided as a public service, and may change at any time. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights.</p>			

OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING
301 W. HIGH STREET
ROOM 630
JEFFERSON CITY, MO 65101

SOLICITATION/OPPORTUNITY (OPP) NO.: RFPS30034901600585

DPMM 19 JUL '16 AM8:02

ADS AMERICAN
DOCUMENT
SOLUTIONS

1400 Forum Blvd, Suite 1C
Columbia, Missouri 65203
Phone: 573.448.7788
Fax: 573.355.5433
Email: orders@ademo.net

SOLICITATION/OPPORTUNITY
(OPP) NO.:
RFPS30034901600585

End Date:
July 20, 2016 at 2:00 PM

Jeremiah W. (Jay) Nixon
Governor



Catherine F. Brown
Director

Doug Nelson
Commissioner

State of Missouri
OFFICE OF ADMINISTRATION
Division of Facilities Management
Design and Construction
730 Truman Building, 301 West High Street
Post Office Box 809
Jefferson City, Missouri 65102
INTERNET: <http://www.aa.mo.gov/fmdc>
E-MAIL: FMDC.RealEstate@aa.mo.gov

(573) 751-3339
FAX (573) 751-7277

RFPS30034901600585

DOCUMENT MANAGEMENT SERVICES

BID DOCUMENT SAMPLE

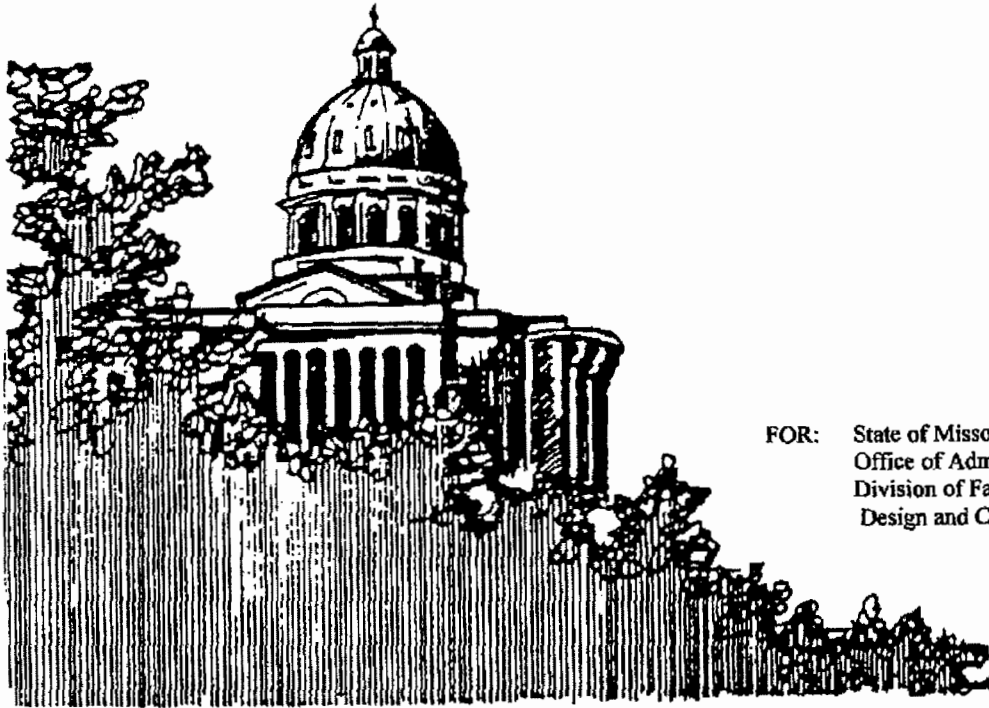
PROJECT MANUAL

{BidPackages.Notes}

DESIGNED BY: {Company.Name}
{Addresses.DisplayAddress}

DATE ISSUED: ({BidPackages.AcceptInviteDueDate}
"Short Date")

PROJECT NO.: ({Projects.Number} "@@@@@-@@")



FOR: State of Missouri
Office of Administration
Division of Facilities Management,
Design and Construction

SECTION 000107 - PROFESSIONAL SEALS AND CERTIFICATIONS

PROJECT NUMBER: ({Projects.Number} "@@@@@-@@")

THE FOLLOWING DESIGN PROFESSIONALS HAVE SIGNED AND SEALED THE ORIGINAL PLANS AND SPECIFICATIONS FOR THIS PROJECT, WHICH ARE ON FILE WITH THE DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION:

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SECTION 001116 - INVITATION FOR BID

1.0 OWNER:

- A. The State of Missouri
Office of Administration,
Division of Facilities Management, Design and Construction
Jefferson City, Missouri

2.0 PROJECT TITLE AND NUMBER:

- A. {BidPackages.Notes}
Project No.: ({Projects.Number} "@@@@@-@@")

3.0 BIDS WILL BE RECEIVED:

- A. FIRST SUBMITTAL: 1:30 PM, ({BidPackages.BidDueDate} "Long Date")
B. SECOND SUBMITTAL: 5:00 PM, ({BidPackages.BidLocation} "Long Date")
C. Place: Office of the Director, Division of Facilities Management, Design and Construction, Room 730, Truman State Office Building, 301 West High, PO Box 809, Jefferson City, Missouri 65102

4.0 DESCRIPTION:

- A. Scope: The project includes {BidPackages.ScopeOfWork}
B. Estimate: ({BidPackages.BidLocationAddress1} "\$###,###,###,##0") to ({BidPackages.BidLocationAddress2} "\$###,###,###,##0")
C. MBE/WBE/SDVE Goals: MBE ({BidPackages.PercentGoalMBE} "Percent"), WBE ({BidPackages.PercentGoalWBE} "Percent"), & SDVE ({BidPackages.PercentGoalVBE} "Percent"). **NOTE: Only MBE/WBE firms certified by a State of Missouri public entity as of the date of bid opening, or SDVE(s) meeting the requirements of Section 34.074, RSMo and 1 CSR 30-S.010, can be used to satisfy the MBE/WBE/SDVE participation goals for this project.**

OR

- C. MBE/WBE/SDVE Goals: There are no MBE/WBE/SDVE goals for this project.

5.0 PRE-BID MEETING:

- A. Place/Time: {BidPackages.PreBidMeetTime}; ({BidPackages.PreBidMeetDate} "Long Date");
{BidPackages.PreBidMeetLocation}.
B. Access to State of Missouri property requires presentation of a photo ID by all persons

6.0 HOW TO GET PLANS & SPECIFICATIONS:

- A. Request: View Only Electronic bid sets are available at no cost or paper bid sets for a deposit of ({BidPackages.Udf_PlanDeposit} "\$###,###,###,##0") from American Document Solutions(ADS). MAKE CHECKS PAYABLE TO American Document Solutions. Mail to: American Document Solutions, 1400 Forum Blvd., Suite 1C, Columbia, Missouri 65203. Phone 573-446-7768, Fax 573-355-5433.

NOTE: Prime contractors will be allowed a maximum of two bid sets at the deposit rate shown above. Other requesters will be allowed only one bid set at this rate. Additional bid sets or parts thereof may be obtained by any bidder at the cost of printing and shipping by request to American Document Solutions at the address shown above.

- B. Refunds: Return plans and specifications in unmarked condition within 15 working days of bid opening to American Document Solutions, 1400 Forum Blvd., Suite 1C, Columbia, Missouri 65203. Phone 573-446-7768, Fax 573-355-5433. Deposits for plans not returned within 15 working days shall be forfeited.

Information for upcoming bids is available on the Division's web site -- <http://oa.mo.gov/facilities>
Plans, specifications and bidders lists are available on-line for bidders reference on American Document Solutions web site - <http://planroom.adsmo.net/>

7.0 POINT OF CONTACT:

- A. Designer: {Company.Name}, {Contacts.DisplayName}, phone # {Contacts.Tel}, fax # {Contacts.Fax}
B. Project Manager: {Projects.Territory}, phone # {BidPackages.BidLocationTel}, fax # 573-751-7277

8.0 GENERAL INFORMATION:

- A. The State reserves the right to reject any and all bids and to waive all informalities in bids. No bid may be withdrawn for a period of 20 working days subsequent to the specified bid opening time. The contractor shall pay not less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed, as determined by the Missouri Department of Labor and Industrial Relations and as set out in the detailed plans and specifications.

Bid results are available after 3:00 PM the day of the bid opening by calling: (573) 751-5868.

SECTION 002113 – INSTRUCTIONS TO BIDDERS

1.0 - SPECIAL NOTICE TO BIDDERS

- A. These specifications have bound hereto a complete set of bidding forms. They are for the bidder's convenience only and are not to be detached from the specifications or filled out and executed. One set of unbound bid forms and labels will be furnished to each bidder and may be executed and submitted in a sealed envelope.
- B. Access to State of Missouri property requires presentation of a photo ID by all persons

2.0 - BID DOCUMENTS

- A. The number of sets obtainable by any one (1) party may be limited in accordance with available supply.
- B. For the convenience of contractors, sub-contractors and suppliers, copies of construction documents are on file at the office of the Director, Division of Facilities Management, Design and Construction and on the Division's web site - <http://oa.mo.gov/facilities/project-management> .

3.0 - BIDDERS' OBLIGATIONS

- A. Bidders must carefully examine the entire site of the work and shall make all reasonable and necessary investigations to inform themselves thoroughly as to the facilities available as well as to all the difficulties involved in the completion of all work in accordance with the specifications and the plans. Bidders are also required to examine all maps, plans and data mentioned in the specifications. No plea of ignorance concerning observable existing conditions or difficulties that may be encountered in the execution of the work under this contract will be accepted as an excuse for any failure or omission on the part of the contractor to fulfill in every detail all of the requirements of the contract, nor accepted as a basis for any claims for extra compensation.
- B. Under no circumstances will contractors give their plans and specifications to another contractor. Any bid received from a contractor whose name does not appear on the list of plan holders will be subject to rejection.

4.0 - INTERPRETATIONS

- A. No bidder shall be entitled to rely on oral interpretations as to the meaning of the plans and specifications or the acceptability of alternate products, materials, form or type of construction. Every request for interpretation shall be made in writing and submitted with all supporting documents not less than five (5) working days before opening of bids. Every interpretation made to a bidder will be in the form of an addendum and will be sent as promptly as is practicable to all persons to whom plans and specifications have been issued. All such addenda shall become part of the contract documents.
- B. Approval for an "acceptable substitution" issued in the form of an addendum as per Paragraph 4A above, and as per Article 3.1 of the General Conditions; ACCEPTABLE SUBSTITUTIONS shall constitute approval for use in the project of the product.
- C. An "acceptable substitution" requested after the award of bid shall be approved if proven to the satisfaction of the Owner and the Designer as per Article 3.1, that the product is acceptable in design, strength, durability, usefulness, and convenience for the purpose intended. Approval of the substitution after award is at the sole discretion of the Owner.
- D. A request for "Acceptable Substitutions" shall be made on the Section 006325 Substitution Request Form. The request shall be sent directly to the project Designer. A copy of said request should also be mailed to the Owner, Division of Facilities Management, Design and Construction, Post Office Box 809, Jefferson City, Missouri 65102.

5.0 - BIDS AND BIDDING PROCEDURE

- A. The bid procedure is a two-step submittal process. Bidders shall submit all submission forms and accompanying documents by the stated time or their bid will be rejected for being non-responsive. If the second submission is not received by the specified time, the entire bid will be rejected for being non-responsive. See the Invitation for Bid for when bid forms are to be submitted.

Depending on the specific project requirements, the following is a **GENERIC** list of all possible bid forms and times when they may be due. Please check for specific project requirements on the proposal form (Section 004113). *Not all of the following bid forms may be required to be submitted.*

First Submittal – due before stated date and time of bid opening (see IFB):

004113	Bid Form (all pages are always required)
004322	Unit Prices Form
004336	Proposed Subcontractors Form
004541	Affidavit of Work Authorization

Second Submittal – due before the stated date and time for second submittal (see IFB) by the THREE (3) APPARENT LOW BIDDERS ON THE BASE BID (NOTE: Owner reserves the right to require second submittal documents from any and all bidders on request.):

004337	MBE/WBE/SDVE Compliance Evaluation Form
004338	MBE/WBE/SDVE Eligibility Determination for Joint Ventures
004339	MBE/WBE/SDVE GFE Determination
004340	SDVE Business Form

(NOTE: See Article 7.D below for first and second submittal restrictions.)

- B. All bids shall be submitted without additional terms and conditions, modification or reservation on the bid forms with each space properly filled. Bids not on these forms will be rejected.
- C. All bids shall be accompanied by a bid bond executed by the bidder and a duly authorized surety company, certified check, cashier's check or bank draft made payable to the Division of Facilities Management, Design and Construction, State of Missouri, in the amount indicated on the bid form, Section 004113. Failure of the contractor to submit the full amount required shall be sufficient cause to reject his bid. The bidder agrees that the proceeds of the check, draft or bond shall become the property of the State of Missouri, if for any reason the bidder withdraws his bid after closing, or if on notification of award refuses or is unable to execute tendered contract, provide an acceptable performance and payment bond, provide evidence of required insurance coverage and/or provide required copies of affirmative action plans within twelve (12) working days after such tender.
- D. The check or draft submitted by the successful bidder will be returned after the receipt of an acceptable performance and payment bond and execution of the formal contract. Checks or drafts of all other bidders will be returned within a reasonable time after it is determined that the bid represented by same will receive no further consideration by the State of Missouri. Bid bonds will only be returned upon request.

6.0 - SIGNING OF BIDS

- A. Bids from an individual shall be signed as noted on the Bid Form.
- B. Bids from a partnership or joint venture shall require only one signature of a partner, an officer of the joint venture authorized to bind the venture or an attorney-in-fact. If the bid is signed by an officer of a joint venture or an attorney-in-fact, a document evidencing the individual's authority to execute contracts should be included with the bid form.
- C. Bids from a corporation shall have the correct corporate name thereon and the signature of an authorized officer of the corporation manually written. Title of office held by the person signing for the corporation shall appear, along with typed name of said individual. Corporate license number shall be provided and, if a corporation organized in a state other than Missouri, a Certificate of Authority to do business in the State of Missouri shall be attached. In addition, for corporate proposals, the President or Vice-President should sign as the bidder. If the signator is other than the corporate president or vice president, the bidder must provide satisfactory evidence that the signator has the legal authority to bind the corporation.

7.0 - RECEIVING BID SUBMITTALS

- A. Bid submittals are to be presented in sealed envelopes which shall be plainly marked with project title, bid date and bid time and delivered to the place specified in the Invitation for Bids. Bidders shall be responsible for actual delivery of bid submittals during business hours, and it shall not be sufficient to show that a submittal was dispatched in time to be received before scheduled closing time for receipt.
- B. Bidders are cautioned to allow ample time for transmittal of submittals by mail or otherwise. If a submittal is mailed, bidder should secure correct information relative to the probable time of arrival and distribution of mail at the place where it is to be received, and make due allowance for possible delays.
- C. Bidder's attention is directed to the fact that no submittal will be accepted or considered if delivered after the specified time for receipt.
- D.
 - 1. No telephonic, electronic mail, facsimile (FAX), or similar transmissions will be accepted or allowed for **FIRST SUBMITTALS**.
 - 2. Mailing, delivery, facsimile (FAX) transmission or electronic submission of **SECOND SUBMITTALS** will be allowed. If the bidder chooses to mail or deliver, the **SECOND SUBMITTAL** envelope label provided should be used. Second submittal faxes may only be sent to 573-526-9826. Electronic MBE/WBE/SDVE forms may be accessed at <http://oa.mo.gov/facilities/vendor-links/contractor-forms/>.

Electronic submission of second submittals may also be made only to the email address of: FMDCMWBEIDLINE@oa.mo.gov.
 - 3. It is the bidder's sole responsibility to assure receipt by Owner of both submittals by the dates and times specified in the Invitation for Bid.
- E. Submittals received prior to the time of opening will be securely kept, unopened. The division representative whose duty is to receive submittals will decide when the specified time for opening has arrived, and no submittal received thereafter will be considered. No responsibility will attach to any division representative for the early opening of a submittal not properly submitted.
- F. Submittals will be received separately or in combination as shown in and required by the Bid Form. Submittals will be completed so as to include insertion of all amounts for alternate bids, unit prices and cost accounting data, etc. Failure to complete all required information may be cause for rejection of bid.
- G. No Contractor shall stipulate in his bid any conditions not contained in the specifications or standard bid form contained in the contract documents. To do so may subject the Contractor's bid to rejection.
- H. Bidders prices shall include all city, state and federal sales, excise and similar taxes which may be lawfully assessed in connection with his performance of work and purchase of materials to be incorporated in the work. **THIS PROJECT IS NOT TAX EXEMPT.**
- I. The completed forms shall be without interlineations, alterations or erasures. If contractor desires, he may request additional copies of forms.
- J. The Owner reserves the right to waive informalities in bid submittals and to reject any or all bids.

8.0 - MODIFICATION AND WITHDRAWAL OF BIDS

- A. Bidder may withdraw his bid at any time prior to scheduled closing time for receipt of bids, but no bidder may withdraw his bid for a period of twenty (20) working days after the scheduled closing time for receipt of bids.
- B. Modifications or corrections of any bid information previously submitted may only be made by letter or telegram. Modifications or corrections must be clearly marked with bid date, project name and number and received by the Owner prior to the scheduled closing time for receipt of bids in accordance with the following provisions:
 - 1. To maintain bid confidentiality and insure assignment to the proper bid, any such written request must be contained in a sealed envelope which is plainly marked "Modification of bid on (project title, project number and bid date)." Name and address of bidder should be on sealed envelope.
 - 2. No requests for modifications or correction of previously submitted bids will be accepted by telephone, facsimile (FAX) transmission or electronic mail.

9.0 - AWARD OF CONTRACT

- A. The Owner reserves the right to reject any and/or all bids and further to waive all informalities in bidding when deemed in the best interest of the State of Missouri.
- B. The Owner reserves the right to let other contracts in connection with the work, including but not by way of limitation, contracts for the furnishing and installation of furniture, equipment, machines, appliances and other apparatus.
- C. In awarding the contract the Owner may take into consideration the bidder's skill, facilities, capacity, experience, responsibility, previous work record, financial standing and the necessity of prompt and efficient completion of work herein described. Inability of any bidder to meet the requirements mentioned above may be cause for rejection of his bid. However, no contract will be awarded to any individual, partnership or corporation, who has had a contract with the State of Missouri declared in default within the preceding twelve months.
- D. Award of alternates, if any, will be made in numerical order unless all bids received are such that the order of acceptance of alternates does not affect the determination of the low bidder.
- E. No bid shall be considered binding upon the Owner until the written contract has been properly executed, a satisfactory bond has been furnished, evidence of required insurance coverage, submittal of executed Section 004541, Affidavit of Work Authorization form, documentation evidencing enrollment and participation in a federal work authorization program has been received and an affirmative action plan submitted. Failure to execute and return the contract and associated documents within the prescribed period of time shall be treated, at the option of the Owner, as a breach of bidder's obligation and the Owner shall be under no further obligation to bidder.
- F. If the successful bidder is doing business in the State of Missouri under a fictitious name, he shall furnish to Owner, attached to the Bid Form, a properly certified copy of the certificate of Registration of Fictitious Name from the State of Missouri, and such certificate shall remain on file with the Owner.
- G. Any successful bidder which is a corporation organized in a state other than Missouri shall furnish to the Owner, attached to the Bid Form, a properly certified copy of its current Certificate of Authority to do business in the State of Missouri, such certificate to remain on file with the Owner. No contract will be awarded by the Owner unless such certificate is furnished by the bidder.
- H. Any successful bidder which is a corporation organized in the State of Missouri shall furnish at its own cost to the Owner, if requested, a Certificate of Good Standing issued by the Secretary of State, such certificate to remain on file with the Owner.
- I. Transient employers subject to Sections 285.230 and 285.234, RSMo, (out-of-state employers who temporarily transact any business in the State of Missouri) may be required to file a bond with the Missouri Department of Revenue. No contract will be awarded by the Owner unless the successful bidder certifies that he has complied with all applicable provisions of Section 285.230-234.
- J. Sections 285.525 and 285.530, RSMo, require business entities to enroll and participate in a federal work authorization program in order to be eligible to receive award of any state contract in excess of \$5,000. Bidders should submit with their bid an Affidavit of Work Authorization (Section 004541) along with appropriate documentation evidencing such enrollment and participation. Section-004541, Affidavit of Work Authorization is located at – <http://oa.mo.gov/facilities/vendor-links/contractor-forms> .

Information regarding a Memorandum of Understanding which is one form of appropriate documentation located at <https://www.uscis.gov/e-verify/> . Submittal of this form and appropriate documentation is required before the award of any contract. In addition the contractor shall be responsible for compliance of these requirements by all subcontractors and suppliers at any tier associated with this contract.

10.0 – SERVICE-DISABLED VETERAN'S

- A. For the purposes of these instructions, the terms "service-disabled veteran" and "service-disabled veteran business" have the same meanings as set forth in section 34.074, RSMo.

- B. The State of Missouri has a goal of awarding three percent of all construction projects to service-disabled veterans. Furthermore, service-disabled veteran businesses doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business shall receive a three-point bonus preference in the contract award evaluation process. The bonus preference will be calculated and applied by reducing any service-disabled veteran business's bid amount(s) by three percent of the lowest bid amount(s). This reduction is for evaluation purposes only, and will have no impact on the actual amount(s) of the bid or the amount(s) of any contract awarded.
- C. Any bidder who is qualified as a Missouri service-disabled veteran pursuant to Section 34.074, RSMo, must complete and submit with the bid the MISSOURI SERVICE DISABLED VETERAN BUSINESS form and provide the specified documentation in accordance with the instructions provided therein. This form can be obtained at: <http://oa.mo.gov/facilities/vendor-links/contractor-forms> .

11.0 - CONTRACT SECURITY

- A. The successful bidder shall furnish a performance/payment bond as set forth in General Conditions Article 6.1 on a condition prior to the State executing the contract and issuing a notice to proceed.

12.0 - LIST OF SUBCONTRACTORS

- A. If required by "Section 004113 – Bid Form," each bidder must submit as part of their bid a list of subcontractors to be used in performing the work (Section 004336). The list must specify the name of the single designated subcontractor, for each category of work listed in "Section 004336 - Proposed Subcontractors Form." If work within a category will be performed by more than one subcontractor, the bidder must provide the name of each subcontractor and specify the exact portion of the work to be done by each. Failure to list the Bidder's firm, or a subcontractor for each category of work identified on the Bid Form or the listing of more than one subcontractor for any category without designating the portion of work to be performed by each shall be cause for rejection of the bid. If the bidder intends to perform any of the designated subcontract work with the use of his own employees, the bidder shall make that fact clear, by listing his own firm for the subject category. If any category of work is left vacant, the bid shall be rejected.

13.0 - WORKING DAYS

- A. Contract duration time is stated in working days and will use the following definition in determining the actual calendar date for contract completion:
 - I. Working days are defined as all calendar days except Saturdays, Sundays and the following State of Missouri observed holidays: New Year's Day, Martin Luther King, Jr. Day, Lincoln Day, Washington's Birthday, Truman Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.

SECTION 002213—SUPPLEMENTARY INSTRUCTIONS TO BIDDERS – MBE/WBE/SDVE INSTRUCTIONS

1.0 DEFINITIONS

1. **"MBE":** *Minority Business Enterprise.*
2. **"MINORITY":**
 - a. *"Black Americans," which includes persons having origins in any of the black racial groups of Africa;*
 - b. *"Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin regardless of race;*
 - c. *"Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;*
 - d. *"Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, or the Northern Marianas; or*
 - e. *"Asian-Indian Americans," which includes persons whose origins are from India, Pakistan or Bangladesh.*
3. **"MINORITY BUSINESS ENTERPRISE":** *A business concern which is at least fifty-one percent (51%) owned by one (1) or more minority as defined in 2. "MINORITY" above or in the case of any publicly-owned business, fifty-one percent (51%) of the stock of which is owned by one (1) or more minority as defined in 2. "MINORITY" above AND whose management and daily business operations are controlled by one (1) or more minority as defined herein.*
4. **"WBE":** *Women Business Enterprise.*
5. **"WOMEN BUSINESS ENTERPRISE":** *A business concern which is at least fifty-one percent (51%) owned by one (1) or more women or in the case of any publicly-owned business at least fifty-one percent (51%) of the stock of which is owned by one (1) or more women AND whose management and daily business operations are controlled by one (1) or more women.*
6. **"SDVE":** *A Service-Disabled Veterans Enterprise.*
7. **"SERVICE-DISABLED VETERAN":** *Any individual who is service disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.*
8. **"SERVICE-DISABLED VETERANS ENTERPRISE":** *A service disabled veteran business as defined by Section 34.074, RSMo, meaning a business concern which is at least fifty-one percent (51%) owned by one (1) or more service-disabled veterans or in the case of any publicly-owned business at least fifty-one percent (51%) of the stock of which is owned by one (1) or more service-disabled veterans AND whose management and daily business operations are controlled by one (1) or more service disabled veterans.*

2.0 MBE/WBE/SDVE PROGRAM REQUIREMENTS

- A. *For bids where MBE, WBE and or SDVE goals are greater than zero percent (0%) as noted in the "Invitation for Bid," the following provisions shall apply*
 1. **MBE/WBE/SDVE Percentage Goals:**
 - a. *The bidder shall have as a goal subcontracting not less than the percentages stated on the Bid Form for MBE, WBE and SDVE firms.*
 2. **Computation of MBE/WBE/SDVE Percent Goal Participation:**
 - a. *The total dollar value of the work granted to the MBE, WBE or SDVE by the successful bidder shall be counted towards the applicable goal of the entire contract.*
 - b. *A bidder may count toward the MBE/WBE/SDVE goals only expenditures to certified MBE's, WBE's, or SDVE's that perform a commercially useful function in the work of a contract. A MBE, WBE, or SDVE is considered to perform a commercially useful function when it is responsible for executing a distinct element of the work contract and carrying out its responsibilities by actually performing, managing and supervising the work or providing supplies or manufactured materials. A bidder who is a MBE, WBE or SDVE may count 100% of the contract towards the MBE, WBE or*

SDVE goal. (NOTE: MBE firms who bid as general contractors are expected to obtain WBE and SDVE participation; WBE firms who bid as general contractors are expected to obtain MBE and SDVE participation; and SDVE firms who bid as general contractors are expected to obtain MBE and WBE participation to meet the project's separate goals.)

- c. Bidder may count toward its MBE/WBE/SDVE goals expenditures for materials and supplies obtained from certified MBE, WBE, or SDVE suppliers and manufacturers, provided that the MBE, WBE, or SDVE assumes the actual and contractual responsibility for the provision of the materials and supplies.
 - d. A bidder may count towards the MBE/WBE/SDVE goals that portion of the total dollar value of the work granted to a second or subsequent tier subcontractor or a supplier to any subcontractor at any tier, provided that the MBE, WBE, or SDVE properly assumes responsibility for the work as outlined in 2.A.2.b and 2.A.2.c above.
 - e. A bidder may count towards the MBE/WBE/SDVE goals that portion of the total dollar value granted to a certified joint venture equal to the percentage of the ownership and control of the MBE, WBE, or SDVE partner in the joint venture.
3. Certification by bidder of MBE/WBE/SDVE Subcontractors:
- a. The bidder shall submit with his bid the information requested in the MBE/WBE/SDVE Compliance Evaluation Form for every MBE, WBE, or SDVE subcontractor or material supplier the bidder intends to use on the contract work.
 - b. The bidder may determine the status of certification of a proposed MBE or WBE subcontractor or supplier by referring to the Office of Equal Opportunity (OEO) MBE/WBE directory (<https://apps1.mo.gov/oef/>); and the eligibility of a SDVE subcontractor or supplier by referring to the Division of Purchasing and Materials Management SDVE directory (<http://oa.mo.gov/purchasing/vendor-information/missouri-service-disabled-veteran-business-enterprise-sdve-information>) or the Department of Veterans Affairs directory (<https://www.vip.vetbiz.gov/>). Additional information, clarifications, etc., regarding the listings in the Directory may be obtained by calling the Division at (573) 751-3339 and asking to speak to the Contract Specialist of record as shown in Section 007300, Supplementary Conditions.
 - c. If the proposed subcontractor is certified as a MBE/WBE firm by any other State of Missouri agency or any Missouri city or county government agency, the bidder shall so note and provide particulars. Other known State of Missouri entities providing certification are:

Mountain Plains Minority Supplier Development Council	816-221-4200
Human Relations Department, KCMO	816-274-1432
Lambert International Airport	314-551-5000
Metro (formerly Bi-State Development Agency)	314-982-1457
St. Louis Development Corporation	314-622-3400 Ext. 362
St. Louis Minority Business Council	314-241-1073
SBA 8/St. Louis, MO	314-539-6600
Missouri Department of Transportation	573-751-2859
National Women Business Owners Corp.	561-848-5066

(Missouri firms only)

4. Waiver of MBE/WBE/SDVE Participation:
- a. The bidder is required to make a good faith effort to locate and contract with MBE's, WBE's and SDVE's. If a bidder has made a good faith effort to secure the required MBE's, WBE's and SDVE's and has failed, he may submit with his bid the information requested in "MBE/WBE/SDVE Good

Faith Effort (GFE) Determination.” The Director will review the bidder’s actions as set forth in the bidder’s Application for Waiver, the ability or success of other bidders to obtain MBE, WBE, or SDVE participation in their bids, and any other factors deemed relevant by the Director, to determine if a good faith effort has been made to meet the applicable percentage goals. If the bidder is judged not to have made a good faith effort, the bid shall be rejected as being nonresponsive to the bid requirements. Bidders who demonstrate that they have made a good faith effort to include MBE, WBE, and SDVE participation will be determined to be responsive to the MBE/WBE/SDVE participation goals of the contract regardless of the percent of MBE/WBE/SDVE participation, provided the bid is otherwise acceptable.

- b. In reaching a determination of good faith, the Director may evaluate, but is not limited to, the following factors:
 - 1. How subcontractors were contacted initially, the specific project information provided and the documentation to support that contact;
 - 2. How project plans and specifications were provided to MBE/WBE/SDVE subcontractors;
 - 3. The names, addresses, phone numbers, and dates of contact for MBE/WBE/SDVE firms contacted for specific categories of work;
 - 4. Attempts to follow-up with MBE, WBE or SDVE subcontractors prior to bid to negotiate price, scope of work, or make other adjustments or clarifications;
 - 5. Amount of bids received from any of these subcontractors;
 - 6. Bid accepted from one of these subcontractors or reasons for rejecting bids;
 - 7. The MBE, WBE, or SDVE suppliers contacted, date of contact, material or equipment, amounts of quotes;
 - 8. The ability or success of other bidders to obtain the MBE/WBE/SDVE participation in their bids.
- c. If MBE/WBE/SDVE goals have been identified on Section 004113-BID FORM, the three (3) apparent low bidders for the base bid are required to submit all appropriate MBE/WBE/SDVE documentation before the stated time and date set forth in the “Invitation for Bid” for the SECOND SUBMITTAL. Failure to provide this information by the specified date and time will be grounds for rejecting the bid.

MBE/WBE/SDVE forms may be accessed at <http://oa.mo.gov/fmndc/dc/contractorforms.htm>. Mailing or delivery in an envelope, facsimile (FAX) transmission, or electronic submission of the SECOND SUBMITTAL will be allowed. Second submittal faxes shall be sent to 573-526-9826. Electronic submission of second submittals shall be emailed to “FMDCMWBEBIDLINE@oa.mo.gov.” It is the bidder’s sole responsibility to assure receipt by Owner of both submittals by the dates and times specified in the “Invitation for Bid.”

- d. The Director reserves the right to provide bidders the opportunity to correct or amplify the documented information received concerning MBE/WBE/SDVE goals. The additional information will be transmitted to Facilities Management Design and Construction within two (2) working days of a phone or facsimile or email request from the Director’s representative.

3.0 CONTRACTOR REQUIREMENTS

For contracts where there are MBE/WBE/SDVE participation goals as noted in the “Invitation for Bid,” the following provisions shall apply:

- A. The Contractor is bound to subcontracting or obtaining materials in amounts not less than the dollar amount indicated in the awarded contract to MBE/WBE/SDVE (s) unless that amount is revised in writing by the Owner’s representative.

- B. If the Contractor fails to meet or maintain the participation requirements contained in the Contractor's bid, he must satisfactorily explain to the Director or his Designee why the requirement cannot be achieved and why meeting the requirement was beyond the Contractor's control.
- C. If the Director finds the Contractor's explanation unsatisfactory, the Director may take any appropriate action including, but not limited to:
 - 1. Declaring the Contractor ineligible to participate in any Facilities Management, Design and Construction contracts for a period not to exceed twelve (12) months; and
 - 2. Directing that the Contractor be declared non-responsive to the "Invitation for Bid," or in breach of this contract.
- D. If a MBE, WBE, or SDVE is replaced during the course of this contract, the Contractor shall replace it with a similar MBE, WBE, or SDVE OR make a good faith effort to replace it with another MBE, WBE, or SDVE. All substitutions shall be approved by the Owners Representative.
- E. The Contractor shall provide the Owner with regular reports on its progress in meeting its MBE/WBE/SDVE obligations. As a minimum, the dollar-value of work completed by each MBE, WBE, or SDVE subcontractor during the preceding month and as a cumulative total shall be reported with each monthly application for payment. A final report shall include the total dollar-value of work completed by each MBE, WBE, and SDVE subcontractor during the total contract.

**STATE OF MISSOURI
DIVISION OF FACILITIES MANAGEMENT,
DESIGN AND CONSTRUCTION
MBE/WBE/SDVE DIRECTORY**

The MBE/WBE Directory for goods and services is maintained by the Office of Equal Opportunity (OEO). The current Directory can be accessed at the following web address:

<http://www.directory.oeo.oa.mo.gov/>

Please note that you may search by MBE, WBE, or both as well as by region, location of the business by city or state, as well as by commodity or service.

The SERVICE DISABLED VETERAN ENTERPRISE (SDVE) Directory (s) may be accessed at the following web addresses:

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

<https://www.vip.vetbiz.gov/>

NOTE: ALL PAGES OF THIS BID FORM (004113) MUST BE COMPLETED AND SUBMITTED OR THE BID MAY BE REJECTED FOR BEING NON-RESPONSIVE.

STATE OF MISSOURI

Bid Time: 1:30 PM

Bid Date: _____

SECTION 004113 - BID FORM

1.0 BID:

A. From:

(Bidder's Name)

herein after called the "Bidder".

B. To:

Director, Division of Facilities Management, Design and Construction
Room 730, Harry S Truman State Office Building
301 West High Street
Jefferson City, Missouri 65102

herein after called the "Owner."

C. For:

{BidPackages.Notes}

D. Project Number:

{Projects.Number} "@@@@@-@@"

hereinafter called the "Work."

E. Documents:

The undersigned, having examined and being familiar with the local conditions affecting the work and with the complete set of contract documents, including the Drawings, the Invitation For Bid, Instructions To Bidders, Statement of Bidders Qualifications, General Conditions, Supplement to General Conditions, and the technical specifications, including: addenda number _____ through _____ hereby proposes to perform the Work for the following:

F. Bid Amount:

Dollars (\$ _____)

G. Allowances:

The Base Bid above must include an allowance of ({BidPackages.Udf_SoleSourceDollar} "\$###,###,###,##0"). See Section 012100 for details.

H. Alternates:

{BidAlternates.Description}



\$ _____ Dollars (\$ _____).

2.0 MBE/WBE/SDVE PERCENTAGE OF PARTICIPATION PROJECT GOALS:

This project's specific goals are: MBE ({BidPackages.PercentGoalMBE} "Percent") WBE ({BidPackages.PercentGoalWBE} "Percent"), and SDVE ({BidPackages.PercentGoalVBE} "Percent"). NOTE: Only MBE/WBE firms certified by a State of Missouri public entity, and SDVE(s) meeting the requirements of Section 34.074, RSMo, and 1 CSR 30-5.010, as of the date of bid opening, can be used to satisfy the MBE/WBE/SDVE participation goals for this project.

3.0 BID BOND

A. Accompanying the bid is: ___ 5% Bid Bond or ___ Cashier's Check/Bank Draft for 5% of base bid.

Payable without condition to the Division of Facilities Management, Design and Construction, State of Missouri, as per Article 5 of "Instructions To Bidders".

4.0 CONTRACT COMPLETION TIME AND LIQUIDATED DAMAGES

A. The Bidder agrees to complete the work within {BidPackages.Udf_CalendarDays} working days from the date the Notice of Intent to Award is issued as modified by additional days added by the Owner's acceptance of alternates, if applicable. This includes 12 working days for document mailing and processing. The Bidder further agrees to pay

NOTE: ALL PAGES OF THIS BID FORM (004113) MUST BE COMPLETED AND SUBMITTED OR THE BID MAY BE REJECTED FOR BEING NON-RESPONSIVE.

to, or allow the State as liquidated damages the sum of $\{\{BidPackages.Udf_LiqDamDailyRate\}\}$ "\$###,###,###,##0") for each working day thereafter that the entire work is not substantially complete.

5.0 ATTACHMENTS TO BID:

- | | | |
|-----------|---------------------------------|---|
| A. 004322 | Unit Prices | FIRST SUBMITTAL (SEE IFB for date & time) |
| B. 004336 | Proposed Subcontractors | FIRST SUBMITTAL (SEE IFB for date & time) |
| C. 004541 | Affidavit of Work Authorization | FIRST SUBMITTAL (SEE IFB for date & time) |

6.0 SUPPLEMENTAL BID DOCUMENTS

~~NOTE: DELETE THOSE ITEMS NOT USED~~

- | | | |
|------------|---|--|
| A. 004323 | SUPPLEMENT A – Cost Breakdown | SECOND SUBMITTAL (SEE IFB for date & time) |
| B. 004337 | MBE/WBE/SDVE Compliance Form | SECOND SUBMITTAL (SEE IFB for date & time) |
| C. 004337A | Supplement to MBE/WBE/SDVE Compliance Evaluation Form | SECOND SUBMITTAL (SEE IFB for date & time) |
| D. 004338 | MBE/WBE/SDVE Joint Venture Form | SECOND SUBMITTAL (SEE IFB for date & time) |
| E. 004339 | MBE/WBE/SDVE Waiver Form | SECOND SUBMITTAL (SEE IFB for date & time) |
| F. 004340 | SDVE Business Form | SECOND SUBMITTAL (SEE IFB for date & time) |
| G. | <u>Reference Section 013513.16 DESE Drug Testing Certification</u> DUE WITH SECOND SUBMITTAL | |

7.0 BIDDER'S CERTIFICATIONS:

- A. The Bidder agrees to pay not less than the hourly rate of wages as determined by the Department of Labor and Industrial Relations, State of Missouri, in accordance with Sections 290.210 to 290.340, RSMo.
- B. The Bidder hereby certifies that this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association or corporation;
- That he/she has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal;
- That he/she has not solicited or induced any person, firm or corporation to refrain from submitting a bid;
- That he/she has not sought by collusion or otherwise to obtain for him/herself any advantage over any other bidder or over the Owner.
- That he/she will not discriminate against any employee or applicant for employment because of race, creed, color or national origin in the performance of the work.
- That he/she certifies that he/she has based this proposal upon an official /complete set of contract documents, either obtained from the Owner after Bidder placed himself/herself on the bidders' list or from a secondary source known to the Bidder to have provided a complete and accurate set of contract documents, provided that if Bidder received the contract documents from such a secondary source, any errors or omissions in the contract documents shall be interpreted and construed in favor of the Owner and against the Bidder. This proposal is also based upon the conditions within Article 1.2 of the General Conditions.
- That he/she certifies that he/she will comply with the provisions of Sections 285.230-234, RSMo, regarding transient employers.
- That he/she has enrolled and is and will continue to participate in a federal work authorization program in accordance with Sections 285.525 and 285.530, RSMo for the duration of this contract.

NOTE: ALL PAGES OF THIS BID FORM (004113) MUST BE COMPLETED AND SUBMITTED OR THE BID MAY BE REJECTED FOR BEING NON-RESPONSIVE.

8.0 CONTACT INFORMATION (mandatory for all bidders):

Sole Proprietorship/General Partnership LLC Limited Partnership Corporation Joint Venture

Business Name: _____

Address: _____

Telephone: _____ Fax Number: _____

Federal ID Number: _____ or Social Security Number: _____

Missouri Business Charter Number: _____ (or provide the proper certificate from the Secretary of State)

Contact Name: _____ Contact email: _____

9.0 SIGNATURES:

FOR SOLE PROPRIETORSHIPS/GENERAL PARTNERSHIPS ONLY:

Sole Proprietor's Name (printed) Name each general partner: _____

Today's Date: _____

I, _____, being the sole proprietor/general partner of (name of business) _____
(and if the name of said business is other than my legal name, having filed a Registration of Fictitious Name with the Missouri Secretary of State in order to allow me to use such name in connection with my business, as provided by Section 417.200, RSMo, et seq.), do hereby submit this bid and agree to be bound unto the State of Missouri as herein provided (if a general partnership, all partners must sign below).

Signature: _____ Signature: _____

Signature: _____ Signature: _____

FOR LIMITED LIABILITY COMPANIES ONLY:

today's date _____ State(s) of organization: _____
Manager's (or Managing Member's) Name (printed)

I, _____, being the Manager (or Managing Member) of (full legal name of limited liability company from Articles of Organization) _____, and being duly authorized to act as herein provided on behalf of said limited liability company, do hereby submit this bid on behalf of said limited liability company and agree that said limited liability company shall be bound unto the State of Missouri as herein provided.

Signature: _____

NOTE: ALL PAGES OF THIS BID FORM (004113) MUST BE COMPLETED AND SUBMITTED OR THE BID MAY BE REJECTED FOR BEING NON-RESPONSIVE.

FOR LIMITED PARTNERSHIPS/LIMITED LIABILITY PARTNERSHIPS/LIMITED LIABILITY LIMITED PARTNERSHIPS ONLY:

_____ today's date: _____ State(s) of organization: _____
General/Managing Partner's Name (printed)

I, _____, being the General Partner/Managing Partner of (full legal name of limited partnership/limited liability partnership/limited liability limited partnership from partnership agreement or Certificate of Limited Partnership) _____, and being duly authorized to act as herein provided on behalf of said limited partnership/limited liability partnership/limited liability limited partnership, do hereby submit this bid on behalf of said limited partnership/limited liability partnership/limited liability limited partnership and agree that said limited partnership/limited liability partnership/limited liability limited partnership shall be bound unto the State of Missouri as herein provided.

Signature: _____

FOR CORPORATIONS ONLY:

President's Name (printed) Secretary's Name (printed) Today's date
State(s) of incorporation: _____

I, _____, being the (officer or title) _____ of (full legal name of corporation, from Articles of Incorporation) _____, and being duly authorized by the Board of Directors of said corporation to act as herein provided on behalf of said corporation, do hereby submit this bid on behalf of said corporation and agree that said corporation shall be bound unto the State of Missouri as herein provided.

Signature: _____ Attested by: _____
President Corporate Secretary

The President should sign as the bidder. If the signator is other than the corporate president, the bidder must provide satisfactory evidence that the signator has the legal authority to bind the corporation.

FOR ASSOCIATIONS/JOINT VENTURES: If multiple business entities/individuals are bidding collectively as an association or joint venture, each business entity/individual bidding as part of the association or joint venture shall sign this bid in the above sections relevant to the form that such business entity or individual does business, and the bidder shall duplicate the necessary number of signature pages so that all members of the association or joint venture shall sign this bid. If a name is adopted for use by the association or joint venture, the association or joint venture shall file a Registration of Fictitious Name with the Missouri Secretary of State in order to use such name in connection with the association or joint venture, as provided by Section 417.200, RSMo, *et seq.*

SECTION 004322 - UNIT PRICES

PROJECT NUMBER ({Projects.Number})

"@@@@@-@@")

1.0 Description

- A. For changing specified quantities of work from those indicated by the contract drawings and specifications, upon written instructions of Owner, the following unit prices shall prevail. The unit prices include all labor, overhead and profit, materials, equipment, appliances, bailing, shoring, shoring removal, etc., to cover the finished work of the several kinds of work called for. Only a single unit price shall be given and it shall apply for either MORE or LESS work than that shown on the drawings and called for in the specifications or included in the Base Bid. In the event of more or less units than so indicated or included during construction the total contract price shall be decreased as appropriate or increased by contract change in accordance with General Conditions Article 4.1.

2.0 Unit Prices:



A. Unit Price:



Example: \$ _____ per square yard

B. Unit Price:



Example: \$ _____ per cubic yard

SECTION 004323- SUPPLEMENT A - COST BREAKDOWN

PROJECT NUMBER: (████████████████████)

1.0 THE BIDDER HEREBY PROVIDES A COST BREAKDOWN FOR THE FOLLOWING:

A.	Item 1: Description	\$ _____
B.	Item 2: Description	\$ _____
C.	Item 3: Balance of Work	\$ _____
	Base Bid Total:	\$ _____

SECTION 004336 – PROPOSED SUBCONTRACTORS

Project Number ({Projects.Number} "@@@@-@@")

1.0 CONTRACTOR/SUBCONTRACTOR/MATERIAL SUPPLIER LIST:

- A. Identify the subcontractor(s) who will perform the categories of work listed below. If you plan to use your own employees to do the work, list yourself. Failure to list your firm, or a subcontractor for each category of work listed under "Description of Work" shall be cause for rejection of the bid. **If any category of work is left vacant, the bid shall be rejected.** If more than one firm performs work in one category, you must designate the portion of work to be performed by each contractor/subcontractor. If your choice(s) of subcontractor will change if certain alternates are accepted, indicate in the different columns which subcontractor you will use for the base bid and each accepted alternate. After bid opening, no substitutes of listed firms will be allowed except as indicated in SECTION 007200 - GENERAL CONDITIONS, Article 3.7 - SUBCONTRACTS.
- B. The Bidder hereby certifies that the following Contractor, subcontractors, suppliers and /or manufacturers will be used in the performance of the work:

DESCRIPTION OF WORK	SPECIFICATION DIVISION OR SECTION(S)	NAME OF FIRM FOR BASE BID WORK
{BidSpecialPricing.Description}	{BidSpecialPricing.UOM}	

SECTION 004337 - MBE/WBE/SDVE COMPLIANCE EVALUATION FORM

Project Name: _____ Project No.: ({Projects.Number})
"@@@@@-@@"

This form is to be completed by bidders and submitted to the State of Missouri, Division of Facilities Management, Design and Construction with the second bid submittal. Submit one form per MBE/WBE/SDVE firm involved with the project. This includes any MBE/WBE/SDVE general contractor, joint venture, subcontractor or supplier, regardless of how many tier levels of sub-contracts.

A condition for remaining in competition for award is the satisfactory completion of this form for each minority/woman/service disabled veteran-owned firm that will perform a commercially useful function on the contract. The undersigned submits the following data with respect to the following firm's assurance to meet the Office of Administration's goal for MBE/WBE/SDVE participation.

1. Name of General Contractor: _____

2. MBE/WBE/SDVE Firm: _____

(Name)

(Address)

(City, State, Zip Code)

(Phone Number)

(Fax Number)

Type of Business: _____

Type of Firm: MBE WBE SDVE

Officer Name & Title: _____

3. Describe the subcontract actual work to be performed (List BASE BID work and any ALTERNATE work separately):

BASE BID: _____

ALTERNATE (S): (identify separately)

4. Indicate the dollar (\$) amount of contract to be subcontracted to the MBE/WBE/SDVE Firm:

BASE BID: \$ _____

ALTERNATE (S): (identify separately)

\$ _____
\$ _____
\$ _____

5. Is the proposed subcontractor listed in the Minority/Women Business Enterprise Directory maintained by the Office of Equal Opportunity (OEO) or the Division of Purchasing and Materials Management SDVE directory? YES NO

6. Is the proposed subcontractor certified as a MBE/WBE firm by another State of Missouri public entity? YES NO
If yes, please provide the name and address of such entity below. Also provide a copy of the subcontractor's certificate or certification letter from such entity for verification.

Name & address of Missouri: certifying public entity:

Name of General Contractor Signee (Print) _____

Signature: _____

Title: _____ Date: _____

FMDC FAST TRACK REQUIREMENTS

If you are not certified by Office of Equal Opportunity (OEO) as a MBE or WBE, but are certified by another approved certifying entity, this form must be completed and a copy of your current certificate provided with the bid you are submitting. The OEO "Fast Track" certification process will allow your firm to receive designation as a minority and/or woman business enterprise (MBE/WBE) with the State of Missouri. This designation will last through the duration of the project, or the expiration date on your current M/WBE certification.

Company Name _____

Owners Name _____

Mailing Address _____

Street Address if different from Mailing _____

City _____ State _____ Zip _____

Phone _____ Fax _____

E-Mail Address _____

FEIN Number _____

Indicate which ethnicity category applies to your business:

- African American Male-MO
- Asian American-M1
- Hispanic Male-M2
- Native American Male-M3
- Other Male-M4
- African American Female-M5
- Asian American Female-M6
- Hispanic Female-M7
- Native American Female-M8
- Other Female-M9
- Female-W0

Date Company was Established _____

Number of employees:

Full Time _____ Part Time _____ Total Employees: _____

Commodity/Service Description: _____

Bonding Limit (If applicable) _____

Project Limit (If applicable) _____

SECTION 004338 - MBE/WBE/SDVE ELIGIBILITY DETERMINATION FORM FOR JOINT VENTURES

Project Name: _____ Project No.: ({Projects.Number} "#####-##")
If bidder is a joint venture, this form shall be completed and submitted with the second bid submittal to the Missouri State Division of Facilities Management, Design and Construction.

1. Joint Venture Firm: _____
(Name)

(Address) (City, State, Zip Code)

(Phone Number) (Fax Number)

2. In order to be counted toward project MBE/WBE/SDVE goals, the MBE/WBE/SDVE partner(s) must be currently certified by a State of Missouri public entity or have proof of SDVE eligibility. Identify the firms which comprise the joint venture and include a copy of the certification of each MBE/WBE/SDVE firm included in the joint venture.

(a) Describe the role of each MBE, WBE, or SDVE firm in the joint venture:

(b) Briefly describe the experience and business qualifications of each non-MBE/WBE/SDVE co-venturer:

3. What is the claimed percentage of MBE/WBE/SDVE ownership in the joint venture?

4. Ownership of joint venture. **Attach a copy of the joint venture agreement.** (The following need not be filled in if described in the joint venture agreement)

(a) Description of profit and loss sharing:

(b) Description of capital contributions, including equipment:

(c) Description of other applicable ownership interests:

6. Control of, and participation in, this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making including, but not limited to, those with prime responsibility for:

- Financial Decisions
- Management Decisions
- Estimating
- Marketing
- Sales
- Hiring (of management)
- Firing (of management)
- Purchase of major items or supplies

Name	Race	Sex	Firm & Title	Responsibility	Management Decisions

NOTE: If after filing this information and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the Commissioner, either directly or if the joint venture is a subcontractor through the prime contractor.

AFFIDAVIT

"The undersigned swear that the foregoing statements are correct and include all material and information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide the Commissioner, Office of Administration, current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records, and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the Commissioner of the Office of Administration. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm: _____
 Signature: _____
 Name: _____
 Title: _____
 Date: _____

Name of Firm: _____
 Signature: _____
 Name: _____
 Title: _____
 Date: _____

Date: _____

State of: _____

County of: _____

On this _____ day of _____, 20____, before me appeared
(name) _____ to me personally known, who, being duly sworn, did execute the foregoing
affidavit, and did state that he or she was properly authorized by (name of firm) _____
to execute the affidavit and did so as his or her own free act and deed.

Notary Public: _____ (seal)

My commission expires: _____

Date: _____

State of: _____

County of: _____

On this _____ day of _____, 20____, before me appeared
(name) _____ to me personally known, who, being duly sworn, did execute the foregoing
affidavit, and did state that he or she was properly authorized by (name of firm) _____
to execute the affidavit and did so as his or her own free act and deed.

Notary Public: _____ (seal)

My commission expires: _____

MBE/WBE/SDVE GOOD FAITH EFFORT (GFE) DETERMINATION – FORM NO. 004339

Bidders must request a GFE determination for EACH category goal not achieved:

REQUEST FOR MBE GOAL WAIVER
 REQUEST FOR WBE GOAL WAIVER
 REQUEST FOR SDVE GOAL WAIVER

PROJECT NO. (Projects Number) "@@@@-@@" **PROJECT TITLE** _____ **SUBMITTED BY** _____ **Prime Bidder**

Please complete the following information. Scores will be based on the comparison of effort made by the bidders on this project and the completeness of the information. Maximum points possible is indicated in parentheses () for each type of information requested. Bidders not attaining the project MBE/WBW/SDVE goals must secure necessary credit in each category through a combination of participation and/or effort in order to be considered responsive to the project goals.

INSTRUCTIONS FOR PART A and B – Prime Bidder has the option of completing all lines (1-6) of Part A or all lines (7-12) of Part B or a combination of A and B with a maximum of six (6) lines total for A and B such as (1, 2, 3, 6, 7 & 8) or (1, 2, 6, 7, 8 & 11). Credit values possible for each line are equal.

Part A – Developing Relationships: Provide the information requested in this section for up to six (6) MBE/WBE/SDVE firms that the owner, partner or principle officer of the Prime Bidder has had personal contact within the last sixty days for the purpose of developing a working relationship.

	a. Name of Firm: MBE (5) or WBE (5) or SDVE (5); and Principle of Firm (5) That Prime Bidder Met With	b. Telephone Number (2)	c. Date of Meeting (2)	d. Years in Business (4)	e. Number of Employees (4)	f. Number of Licensed Tradesmen (3)	g. Bonding Limit(5)	h. Limit of General Liability Insurance (3)	i. Typical Project Size (2)
1.	MBE WBE SDVE								
2.	MBE WBE SDVE								
3.	MBE WBE SDVE								
4.	MBE WBE SDVE								
5.	MBE WBE SDVE								
6.	MBE WBE SDVE								

Part B – Sustained Relationships: Provide the names of up to three MBE/WBE/SDVE firms that the Prime Bidder has contracted with in the past 12 months and list the projects and subcontract values.

	a. Name of Firm: MBE (5) WBE (5) SDVE (5)	1 st Project		2 nd Project		3 rd Project	
		b. Name of Project (5)	c. Subcontract Value (5)	d. Name of Project (5)	e. Subcontract Value (5)	f. Name of Project (5)	g. Subcontract Value (5)
7.	MBE WBE SDVE						
8.	MBE WBE SDVE						
9.	MBE WBE SDVE						
10.	MBE WBE SDVE						
11.	MBE WBE SDVE						
12.	MBE WBE SDVE						

Part C. How did prime Bidder provide access to full sets of plans and specifications and specific sections for this project to subcontractors and suppliers?

Check boxes for all methods used.

- | | | | |
|--|-----|---|-----|
| 1. Directed to local plan room at _____ | (1) | 4. Faxed specific sections to subcontractors and/or suppliers (attach copy) | (3) |
| 2. Made available at Prime Bidder's Office | (2) | 5. Mailed or emailed specific sections to subcontractors and/or suppliers (attach copy) | (3) |
| 3. Directed to website at _____ | (1) | 6. Hand carried directly to subcontractors and/or suppliers | (5) |

Part D. How were subcontractors and suppliers (specifically for this project) initially contacted and informed of Prime Bidder's interest in receiving a proposal from them?

Explain and attach copies of emails, telephone logs, fax transmittals and logs, scopes of work for specific categories of work. Please cross-reference documentation for Parts E, F, G & H. (20)

INSTRUCTIONS FOR PARTS E, F, G, & H – Provide the Information Requested for MBE/WBE/SDVE Firms for each of the “Categories of Work” and “Supplier” that you solicited participation.

Part E. Category or Categories of Work: _____ Specification(s) Division(s): _____ Section(s): _____

	Name of Firm & Person Contacted	M	W	S	Telephone No.	a. Date of Initial Contact (5 pts for 3 weeks prior to bid date; 3 pts for 2 weeks prior; and 1 pt for 1 week prior.)	b. Follow-up date and assistance given to sub-contractor prior to bid. Attach documentation. (10)	c. Amount of Bid Received (15)	d. Bid Accepted (5)	e. If Applicable, Reason for Rejection of Bid Failure to provide information (-5)
		B E (5) √	B E (5) √	D V E (5) √						
1.										
2.										
3.										
4.										
5.										
6.										

Name(s) of Selected Firm(s) for This Category or Categories _____ Bid(s) Accepted \$ _____

Part F. Category or Categories of Work: _____ Specification(s) Division(s): _____ Section(s): _____

	Name of Firm & Person Contacted	M	W	S	Telephone No.	a. Date of Initial Contact (5 pts for 3 weeks prior to bid date; 3 pts for 2 weeks prior; and 1 pt for 1 week prior.)	b. Follow-up date and assistance given to sub-contractor prior to bid. Attach documentation. (10)	c. Amount of Bid Received (15)	d. Bid Accepted (5)	e. If Applicable, Reason for Rejection of Bid Failure to provide information (-5)
		B E (5) √	B E (5) √	D V E (5) √						
1.										
2.										
3.										
4.										
5.										
6.										

Name(s) of Selected Firm(s) for This Category or Categories _____ Bid(s) Accepted \$ _____

Part G. Category or Categories of Work: _____ Specification(s) Division(s): _____ Section(s): _____

	Name of Firm & Person Contacted	M B E (5) √	W B E (5) √	S D V E (5) √	Telephone No.	a. Date of Initial Contact (5 pts for 3 weeks prior to bid date; 3 pts for 2 weeks prior; and 1 pt for 1 week prior.)	b. Follow-up date and assistance given to sub-contractor prior to bid. Attach documentation. (10)	c. Amount of Bid Received (15)	d. Bid Accepted (5)	e. If Applicable, Reason for Rejection of Bid Failure to provide information (-5)
1.										
2.										
3.										
4.										
5.										
6.										

Name(s) of Selected Firm(s) for This Category or Categories _____ Bid(s) Accepted \$ _____

Part H. Suppliers:

	Name of Firm, Person, and type of Supplier Contacted	M B E (5) √	W B E (5) √	S D V E (5) √	Telephone No.	a. Date of Initial Contact (5 pts for 3 weeks prior to bid date; 3 pts for 2 weeks prior; and 1 pt for 1 week prior.)	b. Material or Equipment Quoted (5)	c. Amount of Quote Received (10)	d. Quote Accepted (5)	e. If Applicable, Reason for Rejection of Bid Failure to provide information (-5)
1.										
2.										
3.										
4.										
5.										
6.										

Name(s) of Selected Firm(s) for This Category or Categories _____ Bid(s) Accepted \$ _____

NAME INFORMATION WILL BE VERIFIED AS NECESSARY, INVALID INFORMATION WILL RECEIVE NO SCORE.

**INSTRUCTIONS FOR COMPLETING
FORM NO. 004339 – MBE/WBE/SDVE
GOOD FAITH EFFORT (GFE) DETERMINATION**

General Information

1. This form is to be used by the three apparent low bidders if they were not able to meet any or all of the stated MBE, WBE, or SDVE goal(s) for the project.
2. This form is to be part of the Second Bid Submittal as explained in the "Instructions to Bidders."
3. This form is designed for submittal of information to determine whether the bidder made a Good Faith Effort to obtain the MBE/WBE/SDVE goals established for the project.
4. If a bidder achieves a participation goal, the bidder will be awarded full credit for that category. This score plus the GOOD FAITH EFFORT credit for the other categories not achieved for participation will determine if the bid is responsive to attaining the MBE, WBE and SDVE goals.
5. This form shall be completed by the Prime Bidder.

Completing Form No. 004339

- Step 1 Indicate by checking the box if the waiver is requested for the MBE, WBE or SDVE Goal(s).
- Step 2 Provide the Project Number, Project Title and Company Name of Prime Bidder where indicated.
- Step 3 Review the entire form well in advance of bid submittal to be familiar with the required information.
- Step 4 Complete all of Part A, all of Part B, or a combination of Part A & Part B, such that a maximum of lines are completed. Only 6 of lines 1 through 12 in Parts A & B will be considered. For lines 1 through 6, provide the name of the MBE, WBE or SDVE firm, name of the principal owner of the firm met with, their phone number, the date of the meeting and the other specific information requested related to that firm. For lines 7 through 12, provide the name of MBE/WBE/SDVE firm contracted with, the names of the projects they were used on, and the dollar values of their subcontracts.
- Step 5 Complete Part C by checking the boxes for all methods that were used, being sure to provide for: 1. The plan room address; and 3. website address. Attach copies as requested.
- Step 6 Complete Part D. Explain in this section how MBE/WBE/SDVE subcontractors were initially contacted and provide the contact name, date and time of contact, whether by phone or fax, and provide a copy of the scope of work they were asked to bid.

- Step 7 Complete Parts E, F, and G. Indicate the category of work, specification division and section(s), for which MBE/WBE/SDVE participation is sought. Provide: the name of the MBE/WBE/SDVE firm; person contacted; telephone number; date of initial contact; and attach documentation to verify that a follow-up contact was made, such as date of follow-up and an explanation of what was discussed. Indicate on the form the amount of their bid, whether or not it was accepted, reason for rejection (if applicable) and name of selected firm and their bid amount.
- Step 8 Complete Part H. Indicate the firm names of the contacted suppliers and person contacted, phone number, date of contact, type of material or equipment quoted amount of quote received, whether or not it was accepted, reason for rejection (if applicable), name of selected firm and their quote amount.

Notes

1. Information must be placed on the form where requested and attached documentation must indicate the PART, line and column on the form that it relates to, such as, "PART F -- Line 2 -- Column B."
2. Information will be verified by calling the firms listed, as necessary. Information that cannot be verified will not be considered in determining whether a good faith effort was made.
3. Bidders are encouraged to provide information neatly organized and to provide a summary cover letter.

MISSOURI SERVICE-DISABLED VETERAN BUSINESS FORM

Pursuant to Section 34.074, RSMo, the Office of Administration, Division of Facilities Management, Design and Construction has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in Section 34.074, RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions (as provided by Section 34.074, RSMo):

Service-Disabled Veteran 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 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.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in Section 34.074, RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following (unless they are registered with Division of Purchasing and Materials Management <http://content.oa.mo.gov/purchasing-materials-management/>) with the bid in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable:

- a. a copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); and
- b. a completed copy of this form.

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Form.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in Section 34.074, RSMo, and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran
Business

SECTION 004541 - AFFIDAVIT OF WORK AUTHORIZATION

STATE OF _____)
)
COUNTY OF _____)

On this _____ day of _____, 20_____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the _____ of _____, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
title business name

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection with the contracted services related to _____ with the Office of Administration, Division of Facilities Management, Design and Construction (FMDC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.
Project Number

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with FMDC, an alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Section 285.525 through 285.559, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affidavit Signature

Subscribed and sworn to before me this _____ day of _____, 20 _____.

Notary Public

My commission expires:



State of Missouri Construction Contract

THIS AGREEMENT, made (DATE) by and between:

Contractor Name and Address

hereinafter called the "Contractor,"

and the State of Missouri, hereinafter called the "Owner", represented by the Office of Administration, Division of Facilities Management, Design and Construction, on behalf of the Department of {Projects.Udf_Department}.

WITNESSETH, that the Contractor and the Owner, for the consideration stated herein agree as follows:

ARTICLE 1. STATEMENT OF WORK

The Contractor shall furnish all labor and materials and perform all work required for furnishing and installing all labor, materials, equipment and transportation and everything necessarily inferred from the general nature and tendency of the plans and specifications for the proper execution of the work for:

Project Name: {BidPackages.Notes}

Project Number: ({Projects.Number} "@@@@@-@@")

in strict accordance with the Contract Documents as enumerated in Article 7, all of which are made a part hereof.

ARTICLE 2. TIME OF COMPLETION

The contract performance time is XXX working days from the transmittal date of this agreement. The contract completion date is MONTH, DAY, YEAR. This time includes twelve (12) working days for the Contractor to receive, sign and return the contract form along with required bonding and insurance certificates. Failure of the Contractor to provide correct bonding and insurance within the twelve (12) working days shall not be grounds for a time extension. Receipt of proper bonding and insurance is a condition precedent to the formation of the contract and if not timely received, may result in forfeiture of the Contractor's bid security. Work may not commence until the Owner issues a written Notice to Proceed and must commence within seven (7) working days thereafter.

ARTICLE 3. LIQUIDATED DAMAGES

Whenever time is mentioned in this contract, time shall be and is of the essence of this contract. The Owner would suffer a loss should the Contractor fail to have the work embraced in this contract fully completed on or before the time above specified. THEREFORE, the parties hereto realize in order to adjust satisfactorily the damages on account of such failure that it might be impossible to compute accurately or estimate the amount of such loss or damages which the Owner would sustain by reason of failure to complete fully said work within the time required by this contract. The Contractor hereby covenants and agrees to pay the Owner, as and for liquidated damages, the sum of \$X,XXX per day for each and every day, Sunday and legal holidays excepted, during which the work remains incomplete and unfinished. Any sum which may be due the Owner for such damages shall be deducted and retained by the Owner from any balance which may be due the Contractor when said work shall have been finished and accepted. But such provisions shall not release the Bond of the Contractor from liability according to its terms. In case of failure to complete, the Owner will be under no obligation to show or prove any actual or specific loss or damage.

ARTICLE 4. CONTRACT SUM

The Owner shall pay the Contractor for the prompt, faithful and efficient performance of the conditions and undertakings of this contract, subject to additions, and deductions as provided herein, in current funds the sum of:

Base Bid: \$

The Owner accepts the following Alternate Bids:

Alternate One: \$

TOTAL CONTRACT AMOUNT: (\$CONTRACT AMOUNT)

UNIT PRICES: The Owner accepts the following Unit Prices:

For changing specified quantities of work from those indicated by the contract drawings and specifications, upon written instructions of Owner, the following unit prices shall prevail. The unit prices include all labor, overhead and profit, materials, equipment, appliances, bailing, shoring, shoring removal, etc., to cover the finished work of the several kinds of work called for. Only a single unit price shall be given and it shall apply for either MORE or LESS work than that shown on the drawings and called for in the specifications or included in the Base Bid. In the event of more or less units than so indicated or included, change orders may be issued for the increased or decreased amount.

ARTICLE 5. PREVAILING WAGE RATE

It is understood and agreed by and between the parties that not less than the prevailing hourly rate of wages shall be paid for work of a similar character in the locality in which the work is performed, and not less than the prevailing hourly rate of wages for legal holiday and overtime work in the locality in which the work is performed, both as determined by the Department of Labor and Industrial Relations or as determined by the court on appeal, to all workmen employed by or on behalf of the Contractor or any subcontractor, exclusive of maintenance work. Only such workmen as are directly employed by the Contractor or his subcontractors, in actual construction work on the site shall be deemed to be employed.

When the hauling of materials or equipment includes some phase of the construction other than the mere transportation to the site of the construction, workmen engaged in this dual capacity shall be deemed to be employed directly on the project and entitled to the prevailing wage.

ARTICLE 6. MINORITY/WOMEN/SERVICE DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

The Contractor has been granted a waiver of the 10% MBE and 5% WBE and 3% SDVE participation goals. The Contractor agrees to secure the MBE/WBE/SDVE participation amounts for this project as follows: (OR)

The Contractor has met the MBE/WBE/SDVE participation goals and agrees to secure the MBE/WBE/SDVE participation amounts for this project as follows:

MBE/WBE/SDVE Firm: Subcontract Amt:\$
MBE/WBE/SDVE Firm: Subcontract Amt:\$
MBE/WBE/SDVE Firm: Subcontract Amt:\$

Total \$

MBE/WBE/SDVE assignments identified above shall not be changed without a Contract Change signed by the Owner.

The Director of the Division of Facilities Management, Design and Construction or his Designee shall be the final authority to resolve disputes and disagreements between the Contractor and the MBE/WBE/SDVE firms listed above when such disputes impact the subcontract amounts shown above.

ARTICLE 7. CONTRACT DOCUMENTS

Contract documents shall consist of the following component parts:

1. Division 0, with executed forms
2. Division 1
3. Executed Construction Contract Form
4. The Drawings
5. The Technical Specifications
6. Addenda
7. Contractor's Proposal as accepted by the Owner

By signature below, the parties hereby execute this contract document.

APPROVED:

Charlie Brzuchalski, AIA
Deputy Director of Planning & Design
Division of Facilities Management,
Design and Construction

Contractor's Authorized Signature

I, Corporate Secretary, certify that I am Secretary of the corporation named above and that (CONTRACTOR NAME), who signed said contract on behalf of the corporation, was then (TITLE) of said corporation and that said contract was duly signed for and in behalf of the corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate Secretary



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
AFFIDAVIT FOR AFFIRMATIVE ACTION

PROJECT NUMBER

NAME

First being duly sworn on oath states: that

he/she is the sole proprietor partner or officer of

NAME

a sole proprietorship partnership

or corporation, and as such, said proprietor, partner, or officer is duly authorized to make this

affidavit on behalf of said sole proprietorship, partnership, or corporation; that under the contract known as

PROJECT TITLE

Less than 50 persons in the aggregate will be employed and therefore, the applicable Affirmative Action requirements as set forth in Article 1.4 of the General Conditions of the State of Missouri have been met.

PRINT NAME & SIGNATURE

DATE

NOTARY INFORMATION

NOTARY PUBLIC EMBOSSER SEAL

STATE OF	COUNTY (OR CITY OF ST. LOUIS)
SUBSCRIBED AND SWORN BEFORE ME, THIS	
DAY OF	YEAR
NOTARY PUBLIC SIGNATURE	MY COMMISSION EXPIRES
NOTARY PUBLIC NAME (TYPED OR PRINTED)	

USE RUBBER STAMP IN CLEAR AREA BELOW

SECTION 006113 - PERFORMANCE AND PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS, THAT we _____
as principal, and _____
_____ as Surety, are held and firmly bound unto the
STATE OF MISSOURI. in the sum of _____ Dollars (\$ _____)
for payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly
and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated the _____
day of _____, 20_____, enter into a contract with the State of Missouri for

(Insert Project Title and Number)

NOW, THEREFORE, if the Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the State of Missouri, with or without notice to the Surety and during the life of any guaranty required under the contract; and shall also faithfully perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made with or without notice to the Surety; and shall also promptly make payment for materials incorporated, consumed or used in connection with the work set forth in the contract referred to above, and all insurance premiums, both compensation and all other kinds of insurance, on said work, and for all labor performed on such work, whether by subcontractor or otherwise, at not less than the prevailing hourly rate of wages for work of a similar character (exclusive of maintenance work) in the locality in which the work is performed and not less than the prevailing hourly rate of wages for legal holiday and overtime work (exclusive of maintenance work) in the locality in which the work is performed both as determined by the Department of Labor and Industrial Relations or determined by the Court of Appeal, as provided for in said contract and in any and all duly authorized modifications of said contract that may be hereafter made, with or without notice to the Surety, then, this obligation shall be void and of no effect, but it is expressly understood that if the Principal should make default in or should fail to strictly, faithfully and efficiently do, perform and comply with any or more of the covenants, agreements, stipulations, conditions, requirements or undertakings, as specified in or by the terms of said contract, and with the time therein named, then this obligation shall be valid and binding upon each of the parties hereto and this bond shall remain in full force and effect; and the same may be sued on at the instance of any material man, laborer, mechanic, subcontractor, individual, or otherwise to whom such payment is due, in the name of the State of Missouri, to the use of any such person.

AND, IT IS FURTHER specifically provided that any modifications which may hereinafter be made in the terms of the contract or in the work to be done under it or the giving by the Owner of any extension of the time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal to the other, shall not in any way release the Principal and the Surety, or either or any of them, their heirs, executors, administrators and successors, from their liability hereunder, notice to the Surety of any such extension, modifications or forbearance being hereby waived.

IN WITNESS WHEREOF, the above bounden parties have executed the within instrument this _____ day of _____, 20____.

AS APPLICABLE:

AN INDIVIDUAL

Name: _____

Signature: _____

A PARTNERSHIP

Name of Partner: _____

Signature of Partner: _____

Name of Partner: _____

Signature of Partner: _____

CORPORATION

Firm Name: _____

Signature of President: _____

SURETY

Surety Name: _____

Attorney-in-Fact: _____

Address of Attorney-in-Fact: _____

Telephone Number of Attorney-in-Fact: _____

Signature Attorney-in-Fact: _____

NOTE: Surety shall attach Power of Attorney



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
PRODUCT SUBSTITUTION REQUEST

PROJECT NUMBER

PROJECT TITLE AND LOCATION

CHECK APPROPRIATE BOX

- SUBSTITUTION PRIOR TO BID OPENING**
 (Minimum of (5) working days prior to receipt of Bids as per Article 4 – Instructions to Bidders)
- SUBSTITUTION FOLLOWING AWARD**
 (Maximum of (20) working days from Notice to Proceed as per Article 3 – General Conditions)

FROM: BIDDER/CONTRACTOR (PRINT COMPANY NAME)

TO: ARCHITECT/ENGINEER (PRINT COMPANY NAME)

Bidder/Contractor hereby requests acceptance of the following product or systems as a substitution in accordance with provisions of Division One of the Bidding Documents:

SPECIFIED PRODUCT OR SYSTEM

SPECIFICATION SECTION NO.

SUPPORTING DATA

- Product data for proposed substitution is attached (include description of product, standards, performance, and test data)
- Sample Sample will be sent, if requested

QUALITY COMPARISON

	SPECIFIED PRODUCT	SUBSTITUTION REQUEST
NAME, BRAND		
CATALOG NO.		
MANUFACTURER		
VENDOR		

PREVIOUS INSTALLATIONS

PROJECT	ARCHITECT/ENGINEER	DATE INSTALLED
LOCATION		

SIGNIFICANT VARIATIONS FROM SPECIFIED PRODUCT

REASON FOR SUBSTITUTION

DOES PROPOSED SUBSTITUTION AFFECT OTHER PARTS OF WORK?

YES NO

IF YES, EXPLAIN

SUBSTITUTION REQUIRES DIMENSIONAL REVISION OR REDESIGN OF STRUCTURE OR A/E WORK

YES NO

BIDDER'S/CONTRACTOR'S STATEMENT OF CONFORMANCE OF PROPOSED SUBSTITUTION TO CONTRACT REQUIREMENT:

We have investigated the proposed substitution. We believe that it is equal or superior in all respects to specified product, except as stated above; that it will provide the same Warranty as specified product; that we have included complete implications of the substitution; that we will pay redesign and other costs caused by the substitution which subsequently become apparent; and that we will pay costs to modify other parts of the Work as may be needed, to make all parts of the Work complete and functioning as a result of the substitution.

BIDDER/CONTRACTOR

DATE

REVIEW AND ACTION

Resubmit Substitution Request with the following additional information:

Substitution is accepted.

Substitution is accepted with the following comments:

Substitution is not accepted.

ARCHITECT/ENGINEER

DATE



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
FINAL RECEIPT OF PAYMENT AND RELEASE

PROJECT NUMBER

KNOW ALL MEN BY THESE PRESENT THAT: hereinafter called "Subcontractor" who heretofore entered into an agreement with hereinafter called "Contractor", for the performance of work and/or furnishing of material for the construction of the project entitled

(PROJECT TITLE, PROJECT LOCATION, AND PROJECT NUMBER)

at

(ADDRESS OF PROJECT)

for the State of Missouri (Owner) which said subcontract is by this reference incorporated herein, in consideration of such final payment by Contractor.

DOES HEREBY:

1. **ACKNOWLEDGE** that they have been **PAID IN FULL** all sums due for work and materials contracted or done by their Subcontractors, Material Vendors, Equipment and Fixture Suppliers, Agents and Employees, or otherwise in the performance of the Work called for by the aforesaid Contract and all modifications or extras or additions thereto, for the construction of said project or otherwise.
2. **RELEASE** and fully, finally, and forever discharge the Owner from any and all suits, actions, claims, and demands for payment for work performed or materials supplied by Subcontractor in accordance with the requirements of the above referenced Contract.
3. **REPRESENT** that all of their Employees, Subcontractors, Material Vendors, Equipment and Fixture Suppliers, and everyone else has been **paid in full** all sums due them, or any of them, in connection with performance of said Work, or anything done or omitted by them, or any of them in connection with the construction of said improvements, or otherwise.

DATED this day of , 20 .

NAME OF SUBCONTRACTOR

BY (TYPED OR PRINTED NAME)

SIGNATURE

TITLE



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
MBE/WBE/SDVE PROGRESS REPORT
 SUBMIT WITH ALL INVOICES: (PLEASE CHECK APPROPRIATE BOX BELOW)
CONSULTANT CONSTRUCTION

INVOICE NO.	PROJECT NUMBER
CHECK IF FINAL <input checked="" type="checkbox"/> FINAL	DATE

PROJECT TITLE

PROJECT LOCATION

FIRM

TOTAL CONTRACT AMOUNT

\$

THE PERCENTAGE AND DOLLAR AMOUNT OF THIS PROJECT THAT ARE TO BE MBE/WBE/SDVE AS INDICATED IN THE ORIGINAL CONTRACT: % and \$.

CHECK MBE WBE SDVE	ITEM OF WORK	TOTAL AMOUNT OF SUBCONTRACT	\$ AMOUNT & % COMPLETE (PAID-TO-DATE)	CONSULTANT/SUBCONSULTANT OR CONTRACTOR/SUBCONTRACTOR/SUPPLIER NAME, ADDRESS, CONTACT, AND PHONE NUMBER
MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE <input type="checkbox"/>		\$	\$ %	- -
MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE <input type="checkbox"/>		\$	\$ %	- -
MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE <input type="checkbox"/>		\$	\$ %	- -
MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE <input type="checkbox"/>		\$	\$ %	- -
MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE <input type="checkbox"/>		\$	\$ %	- -

Revised 09/12

ORIGINAL: Attach to ALL Progress and Final Payments



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
AFFIDAVIT – COMPLIANCE WITH PREVAILING WAGE LAW

PROJECT NUMBER _____

Before me, the undersigned Notary Public, in and for the County of _____
 State of _____ personally came and appeared _____
 (NAME)

_____ of the _____
 (POSITION) (NAME OF THE COMPANY)

(a corporation) (a partnership) (a proprietorship) and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works project have been fully satisfied and there has been no exception to the full and completed compliance with said provisions and requirements and with Wage Determination No: _____ issued by the

Department of Labor and Industrial Relations, State of Missouri on the _____ day of _____ 20__

in carrying out the contract and working in connection with _____
 (NAME OF PROJECT)

Located at _____ in _____ County
 (NAME OF THE INSTITUTION)

Missouri, and completed on the _____ day of _____ 20__

SIGNATURE

NOTARY INFORMATION

NOTARY PUBLIC EMBOSSER OR BLACK INK RUBBER STAMP SEAL	STATE	COUNTY (OR CITY OF ST. LOUIS)
	SUBSCRIBED AND SWORN BEFORE ME, THIS	
	DAY OF	YEAR
	NOTARY PUBLIC SIGNATURE	MY COMMISSION EXPIRES
NOTARY PUBLIC NAME (TYPED OR PRINTED)		USE RUBBER STAMP IN CLEAR AREA BELOW

SECTION 007300 - SUPPLEMENTARY CONDITIONS

1.0 GENERAL:

- A. These Supplementary General Conditions clarify, add, delete, or otherwise modify standard terms and conditions of DIVISION 0, BIDDING AND CONTRACTING REQUIREMENTS.



- B. Anything in this document to the contrary notwithstanding, wherever in this document the terms "Director" or "Director or his Designee" or "Facilities Management, Design and Construction" are used, they shall mean the Construction & Facilities Management Officer, Office of the Adjutant General, Department of Public Safety, State of Missouri. Further, wherever the term "Commissioner", "Division", or "Owner" are used they shall mean the Office of the Adjutant General, Department of Public Safety, State of Missouri.

2.0 CONTACTS:

Designer: {Contacts.DisplayName}
{Company.Name}
{Addresses.DisplayAddress}
Telephone: {Contacts.Tel}
Fax: {Contacts.Fax}
Email:

Construction Representative: {Projects.Region}
Division of Facilities Management, Design and Construction
{BidPackages.Udf_ConstrAdminAddr}
Telephone: {BidPackages.Udf_CAPhoneNum}
Fax: {BidPackages.Udf_CAFaxNum}
Email:

Project Manager: {Projects.Territory}
Division of Facilities Management, Design and Construction
301 West High Street, Room 730
PO Box 809
Jefferson City, Missouri 65102
Telephone: {BidPackages.BidLocationTel}
Fax: 573-751-7277
Email:

Contract Specialist: {Projects.Country}
Division of Facilities Management, Design and Construction
Telephone: 573-522-XXXX
Fax: 573-751-7277
Email:

3.0 FURNISHING CONSTRUCTION DOCUMENTS:

- A. The Owner will furnish the Contractor with approximately {BidPackages.Udf_NumDrawings} complete sets of drawings and specifications at no charge.
- B. The Owner will furnish the Contractor with approximately {BidPackages.Udf_NumDrawings} sets of explanatory or change drawings at no charge.
- C. The Contractor may make copies of the documents as needed with no additional cost to the Owner.

4.0 ILLEGAL IMMIGRATION REFORM AND IMMIGRANT RESPONSIBILITY ACT

The Contractor understands and agrees that by signing a contract for this project, they certify the following:

- A. 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 Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- B. If the Contractor is found to be in violation of this requirement or the applicable laws of the 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.

- C. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

5.0 SAFETY REQUIREMENTS

Contractor and subcontractors at any tier shall comply with RSMo 292.675 and Article 1.3, E, of Section 007213, General Conditions.

6.0 INSURANCE REQUIREMENTS:

From SECTION 007213 - GENERAL CONDITIONS, Article 6.2, delete "Builders Risk or Installation Floater" insurance requirement.

7.0 ENVIRONMENTAL MANAGEMENT SYSTEM (eMS):

The Missouri National Guard (MONG) is required by Presidential Executive Order 13423 to establish an environmental management system (eMS). One of the key components of the eMS is the establishment of an Environmental Policy that must be communicated to all persons working for or on behalf of the organization including all suppliers and contractors. The policy stresses commitment to complying with accepted environmental requirements, legal and otherwise. The policy also dictates continued minimization of waste production and pollution while focusing on management of personnel, processes, real property, and materials in a manner to reduce environmental impacts. The entirety of this policy is available upon request to all parties by contacting the MOARNG Environmental Management Office.

8.0 OFF-SITE BORROW & SPOIL DEPOSIT SITES FOR FEDERALLY FUNDED PROJECTS:

- A. All Federally funded projects which involve off-site borrow and/or off-site spoil deposit sites will require written certification that the site(s) are in compliance with the National Environmental Protection Act and all related applicable Federal and State laws and regulations. If the need for off-site borrow and/or spoil sites is stipulated in the Contract Documents, the following applies:
- B. The Contractor is required to use only the designated site described in the Contract Documents. If another off-site area is proposed by the Contractor, the Contractor must provide written certification to the Division of Facilities Management, Design and Construction Project Representative that the proposed borrow or spoil site has been cleared of environmental concerns in accordance with all applicable Federal and State laws and regulations. These include but are not limited to the following: Clean Water Act; the Endangered Species Act; the National Historic Preservation Act (NHPA) (The site must have Section 106 Clearance); the Farmland Protection Act; Resource Conservation and Recovery Act; Comprehensive Environmental Response; Compensation and Liability Act; and RSMo Chapter 194, Section 194.400, Unmarked Human Burial Sites. Certifications shall include clearance letters and other evidence of coordination with the appropriate regulatory agencies. The Missouri Historic Preservation Office, PO Box 176 Jefferson City, MO 65102, may be contacted to provide assistance with the NHPA and cultural resource issues pertaining to the borrow and spoil site regulations. The Missouri State Historic Preservation Office can provide a list of qualified and certified archaeologists to assist in borrow and spoil site investigations.
- C. If project conditions require off-site borrow or off-site deposit of spoils, the Contractor will be required to provide written certification to the Division of Facilities Management, Design and Construction Project Representative that the proposed borrow or spoil site has been cleared of environmental concerns in accordance with all applicable Federal and State laws and regulations. These include but are not limited to the following: Clean Water Act; the Endangered Species Act; the National Historic Preservation Act (NHPA) (The site must have Section 106 Clearance); the Farmland Protection Act; Resource Conservation and Recovery Act; Comprehensive Environmental Response; Compensation and Liability Act; and RSMo Chapter 194, Section 194.400, Unmarked Human Burial Sites. Certifications shall include clearance letters and other evidence of coordination with the appropriate regulatory agencies. The Missouri Historic Preservation Office, PO Box 176 Jefferson City, MO 65102, may be contacted to provide assistance with the NHPA and cultural resource issues pertaining to the borrow and

spoil site regulations. The Missouri State Historic Preservation Office can provide a list of qualified and certified archaeologists to assist in borrow and spoil site investigations.

D. The Owner recognizes that additional time (beyond what is allowed in the Construction Contract) may be required in order to secure the aforementioned certifications and approvals. Should more time be required, the Owner will consider approval of a no-cost time extension contract change. The Contractor will be required to provide documentation that substantiates the need for the time extension.

FOR LAND RECREATION PROJECTS

9.0 PROPERTY OWNER ADDITIONAL INSURED

From SECTION 007213 - GENERAL CONDITIONS, Article 6.2, the property owner shall also be named as additionally insured. They are: (NAME PROVIDED BY PROJECT MANAGER)

LEAD AND ASBESTOS CERTIFICATION REQUIREMENTS:

From SECTION 007213 - GENERAL CONDITIONS, Article 5.4.H.2, ADD receipt of Certification from Contractor meeting the requirements set forth in SECTION 013513.16 - SITE SECURITY AND HEALTH REQUIREMENTS, 3.4., NO ASBESTOS AND NO LEAD CERTIFICATION.



SOLICITATION/OPPORTUNITY
(OPP) NO.:
RFPS30034901600585

RICOH Pro 1107ex

Single Sided

Jeremiah W. (Jay) Nixon
Governor



Catherine F. Brown
Director

Doug Nelson
Commissioner

State of Missouri
OFFICE OF ADMINISTRATION
Division of Facilities Management
Design and Construction
730 Truman Building, 301 West High Street
Post Office Box 809
Jefferson City, Missouri 65102
INTERNET: <http://www.aa.mo.gov/fmdc>
E-MAIL: FMDC Real Estate@aa.mo.gov

(573) 751-3339
FAX (573) 751-7277

RFPS30034901600585

DOCUMENT MANAGEMENT SERVICES

BID DOCUMENT SAMPLE

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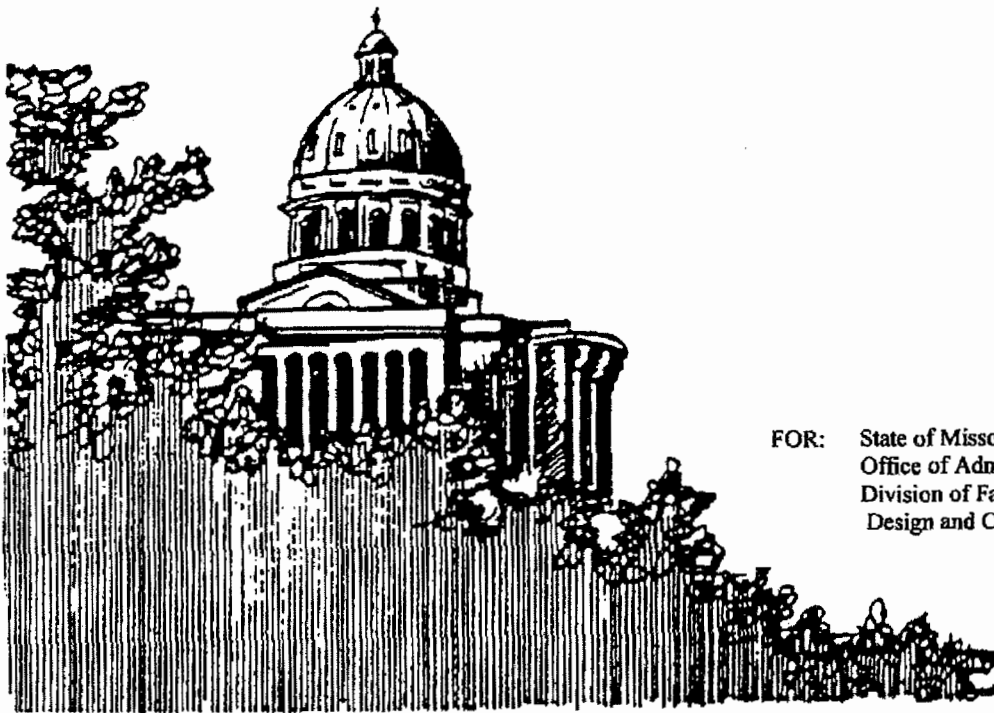
PROJECT MANUAL

{BidPackages.Notes}

DESIGNED BY: {Company.Name}
{Addresses.DisplayAddress}

DATE ISSUED: ({BidPackages.AcceptInviteDueDate}
"Short Date")

PROJECT NO.: ({Projects.Number} "@@@@-@@")



FOR: State of Missouri
Office of Administration
Division of Facilities Management,
Design and Construction

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SECTION 000107 - PROFESSIONAL SEALS AND CERTIFICATIONS

PROJECT NUMBER: ({Projects.Number} "@@@@@-@@")

THE FOLLOWING DESIGN PROFESSIONALS HAVE SIGNED AND SEALED THE ORIGINAL PLANS AND SPECIFICATIONS FOR THIS PROJECT, WHICH ARE ON FILE WITH THE DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION:

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TECHNICAL SPECIFICATIONS INDEX:
(Division 2 through 49 insert as required)

SECTION 000110 – TABLE OF CONTENTS
02/12

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SECTION 001116 - INVITATION FOR BID

1.0 OWNER:

- A. The State of Missouri
Office of Administration,
Division of Facilities Management, Design and Construction
Jefferson City, Missouri

2.0 PROJECT TITLE AND NUMBER:

- A. {BidPackages.Notes}
Project No.: ({Projects.Number} "@@@@@-@@")

3.0 BIDS WILL BE RECEIVED:

- A. FIRST SUBMITTAL: 1:30 PM, ({BidPackages.BidDueDate} "Long Date")
B. SECOND SUBMITTAL: 5:00 PM, ({BidPackages.BidLocation} "Long Date")
C. Place: Office of the Director, Division of Facilities Management, Design and Construction, Room 730, Truman State Office Building, 301 West High, PO Box 809, Jefferson City, Missouri 65102

4.0 DESCRIPTION:

- A. Scope: The project includes {BidPackages.ScopeOfWork}
B. Estimate: ({BidPackages.BidLocationAddress1} "\$###,###,###,##0") to ({BidPackages.BidLocationAddress2} "\$###,###,###,##0")
C. MBE/WBE/SDVE Goals: MBE ({BidPackages.PercentGoalMBE} "Percent"), WBE ({BidPackages.PercentGoalWBE} "Percent"), & SDVE ({BidPackages.PercentGoalVBE} "Percent"). **NOTE: Only MBE/WBE firms certified by a State of Missouri public entity as of the date of bid opening, or SDVE(s) meeting the requirements of Section 34.074, RSMo and I CSR 30-5.010, can be used to satisfy the MBE/WBE/SDVE participation goals for this project.**

OR

- C. MBE/WBE/SDVE Goals: There are no MBE/WBE/SDVE goals for this project.

5.0 PRE-BID MEETING:

- A. Place/Time: {BidPackages.PreBidMeetTime}; ({BidPackages.PreBidMeetDate} "Long Date");
{BidPackages.PreBidMeetLocation}.
B. Access to State of Missouri property requires presentation of a photo ID by all persons

6.0 HOW TO GET PLANS & SPECIFICATIONS:

- A. Request: View Only Electronic bid sets are available at no cost or paper bid sets for a deposit of ({BidPackages.Udf_PlanDeposit} "\$###,###,###,##0") from American Document Solutions(ADS). **MAKE CHECKS PAYABLE TO American Document Solutions.** Mail to: American Document Solutions, 1400 Forum Blvd., Suite 1C, Columbia, Missouri 65203. Phone 573-446-7768, Fax 573-355-5433.

NOTE: Prime contractors will be allowed a maximum of two bid sets at the deposit rate shown above. Other requesters will be allowed only one bid set at this rate. Additional bid sets or parts thereof may be obtained by any bidder at the cost of printing and shipping by request to American Document Solutions at the address shown above.

- B. Refunds: Return plans and specifications in unmarked condition within 15 working days of bid opening to American Document Solutions, 1400 Forum Blvd., Suite 1C, Columbia, Missouri 65203. Phone 573-446-7768, Fax 573-355-5433. Deposits for plans not returned within 15 working days shall be forfeited.

Information for upcoming bids is available on the Division's web site -- <http://oa.mo.gov/facilities>
Plans, specifications and bidders lists are available on-line for bidders reference on American Document Solutions web site - <http://planroom.adsmo.net/>

7.0 POINT OF CONTACT:

- A. Designer: {Company.Name}, {Contacts.DisplayName}, phone # {Contacts.Tel}, fax # {Contacts.Fax}
B. Project Manager: {Projects.Territory}, phone # {BidPackages.BidLocationTel}, fax # 573-751-7277

8.0 GENERAL INFORMATION:

- A. The State reserves the right to reject any and all bids and to waive all informalities in bids. No bid may be withdrawn for a period of 20 working days subsequent to the specified bid opening time. The contractor shall pay not less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed, as determined by the Missouri Department of Labor and Industrial Relations and as set out in the detailed plans and specifications.

Bid results are available after 3:00 PM the day of the bid opening by calling: (573) 751-5868.

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SECTION 002113 – INSTRUCTIONS TO BIDDERS

1.0 - SPECIAL NOTICE TO BIDDERS

- A. *These specifications have bound hereto a complete set of bidding forms. They are for the bidder's convenience only and are not to be detached from the specifications or filled out and executed. One set of unbound bid forms and labels will be furnished to each bidder and may be executed and submitted in a sealed envelope.*
- B. Access to State of Missouri property requires presentation of a photo ID by all persons

2.0 - BID DOCUMENTS

- A. The number of sets obtainable by any one (1) party may be limited in accordance with available supply.
- B. For the convenience of contractors, sub-contractors and suppliers, *copies of construction documents are on file at the office of the Director, Division of Facilities Management, Design and Construction and on the Division's web site - <http://oa.mo.gov/facilities/project-management> .*

3.0 - BIDDERS' OBLIGATIONS

- A. Bidders must carefully examine the entire site of the work and shall make all reasonable and necessary investigations to inform themselves thoroughly as to the facilities available as well as to all the difficulties involved in the completion of all work in accordance with the specifications and the plans. Bidders are also required to examine all maps, plans and data mentioned in the specifications. No plea of ignorance concerning observable existing conditions or difficulties that may be encountered in the execution of the work under this contract will be accepted as an excuse for any failure or omission on the part of the contractor to fulfill in every detail all of the requirements of the contract, nor accepted as a basis for any claims for extra compensation.
- B. Under no circumstances will contractors give their plans and specifications to another contractor. Any bid received from a contractor whose name does not appear on the list of plan holders will be subject to rejection.

4.0 - INTERPRETATIONS

- A. No bidder shall be entitled to rely on oral interpretations as to the meaning of the plans and specifications or the acceptability of alternate products, materials, form or type of construction. Every request for interpretation shall be made in writing and submitted with all supporting documents not less than five (5) working days before opening of bids. Every interpretation made to a bidder will be in the form of an addendum and will be sent as promptly as is practicable to all persons to whom plans and specifications have been issued. All such addenda shall become part of the contract documents.
- B. Approval for an "acceptable substitution" issued in the form of an addendum as per Paragraph 4A above, and as per Article 3.1 of the General Conditions; ACCEPTABLE SUBSTITUTIONS shall constitute approval for use in the project of the product.
- C. An "acceptable substitution" requested after the award of bid shall be approved if proven to the satisfaction of the Owner and the Designer as per Article 3.1, that the product is acceptable in design, strength, durability, usefulness, and convenience for the purpose intended. Approval of the substitution after award is at the sole discretion of the Owner.
- D. A request for "Acceptable Substitutions" shall be made on the Section 006325 Substitution Request Form. The request shall be sent directly to the project Designer. A copy of said request should also be mailed to the Owner, Division of Facilities Management, Design and Construction, Post Office Box 809, Jefferson City, Missouri 65102.

5.0 - BIDS AND BIDDING PROCEDURE

- A. The bid procedure is a two-step submittal process. Bidders shall submit all submission forms and accompanying documents by the stated time or their bid will be rejected for being non-responsive. If the second submission is not received by the specified time, the entire bid will be rejected for being non-responsive. See the Invitation for Bid for when bid forms are to be submitted.

Depending on the specific project requirements, the following is a **GENERIC** list of all possible bid forms and times when they may be due. Please check for specific project requirements on the proposal form (Section 004113). *Not all of the following bid forms may be required to be submitted.*

First Submittal – due before stated date and time of bid opening (see IFB):

004113	Bid Form (all pages are always required)
004322	Unit Prices Form
004336	Proposed Subcontractors Form
004541	Affidavit of Work Authorization

Second Submittal – due before the stated date and time for second submittal (see IFB) by the THREE (3) APPARENT LOW BIDDERS ON THE BASE BID (NOTE: Owner reserves the right to require second submittal documents from any and all bidders on request.):

004337	MBE/WBE/SDVE Compliance Evaluation Form
004338	MBE/WBE/SDVE Eligibility Determination for Joint Ventures
004339	MBE/WBE/SDVE GFE Determination
004340	SDVE Business Form

(NOTE: See Article 7.D below for first and second submittal restrictions.)

- B. All bids shall be submitted without additional terms and conditions, modification or reservation on the bid forms with each space properly filled. Bids not on these forms will be rejected.
- C. All bids shall be accompanied by a bid bond executed by the bidder and a duly authorized surety company, certified check, cashier's check or bank draft made payable to the Division of Facilities Management, Design and Construction, State of Missouri, in the amount indicated on the bid form, Section 004113. Failure of the contractor to submit the full amount required shall be sufficient cause to reject his bid. The bidder agrees that the proceeds of the check, draft or bond shall become the property of the State of Missouri, if for any reason the bidder withdraws his bid after closing, or if on notification of award refuses or is unable to execute tendered contract, provide an acceptable performance and payment bond, provide evidence of required insurance coverage and/or provide required copies of affirmative action plans within twelve (12) working days after such tender.
- D. The check or draft submitted by the successful bidder will be returned after the receipt of an acceptable performance and payment bond and execution of the formal contract. Checks or drafts of all other bidders will be returned within a reasonable time after it is determined that the bid represented by same will receive no further consideration by the State of Missouri. Bid bonds will only be returned upon request.

6.0 - SIGNING OF BIDS

- A. Bids from an individual shall be signed as noted on the Bid Form.
- B. Bids from a partnership or joint venture shall require only one signature of a partner, an officer of the joint venture authorized to bind the venture or an attorney-in-fact. If the bid is signed by an officer of a joint venture or an attorney-in-fact, a document evidencing the individual's authority to execute contracts should be included with the bid form.
- C. Bids from a corporation shall have the correct corporate name thereon and the signature of an authorized officer of the corporation manually written. Title of office held by the person signing for the corporation shall appear, along with typed name of said individual. Corporate license number shall be provided and, if a corporation organized in a state other than Missouri, a Certificate of Authority to do business in the State of Missouri shall be attached. In addition, for corporate proposals, the President or Vice-President should sign as the bidder. If the signator is other than the corporate president or vice president, the bidder must provide satisfactory evidence that the signator has the legal authority to bind the corporation.

7.0 - RECEIVING BID SUBMITTALS

- A. Bid submittals are to be presented in sealed envelopes which shall be plainly marked with project title, bid date and bid time and delivered to the place specified in the Invitation for Bids. Bidders shall be responsible for actual delivery of bid submittals during business hours, and it shall not be sufficient to show that a submittal was dispatched in time to be received before scheduled closing time for receipt.
- B. Bidders are cautioned to allow ample time for transmittal of submittals by mail or otherwise. If a submittal is mailed, bidder should secure correct information relative to the probable time of arrival and distribution of mail at the place where it is to be received, and make due allowance for possible delays.
- C. Bidder's attention is directed to the fact that no submittal will be accepted or considered if delivered after the specified time for receipt.
- D.
 - 1. No telephonic, electronic mail, facsimile (FAX), or similar transmissions will be accepted or allowed for **FIRST SUBMITTALS**.
 - 2. Mailing, delivery, facsimile (FAX) transmission or electronic submission of **SECOND SUBMITTALS** will be allowed. If the bidder chooses to mail or deliver, the **SECOND SUBMITTAL** envelope label provided should be used. Second submittal faxes may only be sent to 573-526-9826. Electronic MBE/WBE/SDVE forms may be accessed at <http://oa.mo.gov/facilities/vendor-links/contractor-forms/>.
Electronic submission of second submittals may also be made only to the email address of: FMDCMWBEBIDLINE@oa.mo.gov.
 - 3. It is the bidder's sole responsibility to assure receipt by Owner of both submittals by the dates and times specified in the Invitation for Bid.
- E. Submittals received prior to the time of opening will be securely kept, unopened. The division representative whose duty is to receive submittals will decide when the specified time for opening has arrived, and no submittal received thereafter will be considered. No responsibility will attach to any division representative for the early opening of a submittal not properly submitted.
- F. Submittals will be received separately or in combination as shown in and required by the Bid Form. Submittals will be completed so as to include insertion of all amounts for alternate bids, unit prices and cost accounting data, etc. Failure to complete all required information may be cause for rejection of bid.
- G. No Contractor shall stipulate in his bid any conditions not contained in the specifications or standard bid form contained in the contract documents. To do so may subject the Contractor's bid to rejection.
- H. Bidders prices shall include all city, state and federal sales, excise and similar taxes which may be lawfully assessed in connection with his performance of work and purchase of materials to be incorporated in the work. THIS PROJECT IS NOT TAX EXEMPT.
- I. The completed forms shall be without interlineations, alterations or erasures. If contractor desires, he may request additional copies of forms.
- J. The Owner reserves the right to waive informalities in bid submittals and to reject any or all bids.

8.0 - MODIFICATION AND WITHDRAWAL OF BIDS

- A. Bidder may withdraw his bid at any time prior to scheduled closing time for receipt of bids, but no bidder may withdraw his bid for a period of twenty (20) working days after the scheduled closing time for receipt of bids.
- B. Modifications or corrections of any bid information previously submitted may only be made by letter or telegram. Modifications or corrections must be clearly marked with bid date, project name and number and received by the Owner prior to the scheduled closing time for receipt of bids in accordance with the following provisions:
 - 1. To maintain bid confidentiality and insure assignment to the proper bid, any such written request must be contained in a sealed envelope which is plainly marked "Modification of bid on (project title, project number and bid date)." Name and address of bidder should be on sealed envelope.
 - 2. No requests for modifications or correction of previously submitted bids will be accepted by telephone, facsimile (FAX) transmission or electronic mail.

9.0 - AWARD OF CONTRACT

- A. The Owner reserves the right to reject any and/or all bids and further to waive all informalities in bidding when deemed in the best interest of the State of Missouri.
- B. The Owner reserves the right to let other contracts in connection with the work, including but not by way of limitation, contracts for the furnishing and installation of furniture, equipment, machines, appliances and other apparatus.
- C. In awarding the contract the Owner may take into consideration the bidder's skill, facilities, capacity, experience, responsibility, previous work record, financial standing and the necessity of prompt and efficient completion of work herein described. Inability of any bidder to meet the requirements mentioned above may be cause for rejection of his bid. However, no contract will be awarded to any individual, partnership or corporation, who has had a contract with the State of Missouri declared in default within the preceding twelve months.
- D. Award of alternates, if any, will be made in numerical order unless all bids received are such that the order of acceptance of alternates does not affect the determination of the low bidder.
- E. No bid shall be considered binding upon the Owner until the written contract has been properly executed, a satisfactory bond has been furnished, evidence of required insurance coverage, submittal of executed Section 004541, Affidavit of Work Authorization form, documentation evidencing enrollment and participation in a federal work authorization program has been received and an affirmative action plan submitted. Failure to execute and return the contract and associated documents within the prescribed period of time shall be treated, at the option of the Owner, as a breach of bidder's obligation and the Owner shall be under no further obligation to bidder.
- F. If the successful bidder is doing business in the State of Missouri under a fictitious name, he shall furnish to Owner, attached to the Bid Form, a properly certified copy of the certificate of Registration of Fictitious Name from the State of Missouri, and such certificate shall remain on file with the Owner.
- G. Any successful bidder which is a corporation organized in a state other than Missouri shall furnish to the Owner, attached to the Bid Form, a properly certified copy of its current Certificate of Authority to do business in the State of Missouri, such certificate to remain on file with the Owner. No contract will be awarded by the Owner unless such certificate is furnished by the bidder.
- H. Any successful bidder which is a corporation organized in the State of Missouri shall furnish at its own cost to the Owner, if requested, a Certificate of Good Standing issued by the Secretary of State, such certificate to remain on file with the Owner.
- I. Transient employers subject to Sections 285.230 and 285.234, RSMo, (out-of-state employers who temporarily transact any business in the State of Missouri) may be required to file a bond with the Missouri Department of Revenue. No contract will be awarded by the Owner unless the successful bidder certifies that he has complied with all applicable provisions of Section 285.230-234.
- J. Sections 285.525 and 285.530, RSMo, require business entities to enroll and participate in a federal work authorization program in order to be eligible to receive award of any state contract in excess of \$5,000. Bidders should submit with their bid an Affidavit of Work Authorization (Section 004541) along with appropriate documentation evidencing such enrollment and participation. Section-004541, Affidavit of Work Authorization is located at - <http://oa.mo.gov/facilities/vendor-links/contractor-forms> .
Information regarding a Memorandum of Understanding which is one form of appropriate documentation located at <https://www.uscis.gov/e-verify/> . Submittal of this form and appropriate documentation is required before the award of any contract. In addition the contractor shall be responsible for compliance of these requirements by all subcontractors and suppliers at any tier associated with this contract.

10.0 - SERVICE-DISABLED VETERAN'S

- A. For the purposes of these instructions, the terms "service-disabled veteran" and "service-disabled veteran business" have the same meanings as set forth in section 34.074, RSMo.

- B. The State of Missouri has a goal of awarding three percent of all construction projects to service-disabled veterans. Furthermore, service-disabled veteran businesses doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business shall receive a three-point bonus preference in the contract award evaluation process. The bonus preference will be calculated and applied by reducing any service-disabled veteran business's bid amount(s) by three percent of the lowest bid amount(s). This reduction is for evaluation purposes only, and will have no impact on the actual amount(s) of the bid or the amount(s) of any contract awarded.
- C. Any bidder who is qualified as a Missouri service-disabled veteran pursuant to Section 34.074, RSMo, must complete and submit with the bid the MISSOURI SERVICE DISABLED VETERAN BUSINESS form and provide the specified documentation in accordance with the instructions provided therein. This form can be obtained at: <http://oa.mo.gov/facilities/vendor-links/contractor-forms>.

11.0 - CONTRACT SECURITY

- A. The successful bidder shall furnish a performance/payment bond as set forth in General Conditions Article 6.1 on a condition prior to the State executing the contract and issuing a notice to proceed.

12.0 - LIST OF SUBCONTRACTORS

- A. If required by "Section 004113 - Bid Form," each bidder must submit as part of their bid a list of subcontractors to be used in performing the work (Section 004336). The list must specify the name of the single designated subcontractor, for each category of work listed in "Section 004336 - Proposed Subcontractors Form." If work within a category will be performed by more than one subcontractor, the bidder must provide the name of each subcontractor and specify the exact portion of the work to be done by each. Failure to list the Bidder's firm, or a subcontractor for each category of work identified on the Bid Form or the listing of more than one subcontractor for any category without designating the portion of work to be performed by each shall be cause for rejection of the bid. If the bidder intends to perform any of the designated subcontract work with the use of his own employees, the bidder shall make that fact clear, by listing his own firm for the subject category. If any category of work is left vacant, the bid shall be rejected.

13.0 - WORKING DAYS

- A. Contract duration time is stated in working days and will use the following definition in determining the actual calendar date for contract completion:
 - 1. Working days are defined as all calendar days except Saturdays, Sundays and the following State of Missouri observed holidays: New Year's Day, Martin Luther King, Jr. Day, Lincoln Day, Washington's Birthday, Truman Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.

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SECTION 002213—SUPPLEMENTARY INSTRUCTIONS TO BIDDERS – MBE/WBE/SDVE INSTRUCTIONS

1.0 DEFINITIONS

1. **"MBE"**: Minority Business Enterprise.
2. **"MINORITY"**:
 - a. "Black Americans," which includes persons having origins in any of the black racial groups of Africa;
 - b. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin regardless of race;
 - c. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - d. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, or the Northern Marianas; or
 - e. "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan or Bangladesh.
3. **"MINORITY BUSINESS ENTERPRISE"**: A business concern which is at least fifty-one percent (51%) owned by one (1) or more minority as defined in 2. "MINORITY" above or in the case of any publicly-owned business, fifty-one percent (51%) of the stock of which is owned by one (1) or more minority as defined in 2. "MINORITY" above AND whose management and daily business operations are controlled by one (1) or more minority as defined herein.
4. **"WBE"**: Women Business Enterprise.
5. **"WOMEN BUSINESS ENTERPRISE"**: A business concern which is at least fifty-one percent (51%) owned by one (1) or more women or in the case of any publicly-owned business at least fifty-one percent (51%) of the stock of which is owned by one (1) or more women AND whose management and daily business operations are controlled by one (1) or more women.
6. **"SDVE"**: A Service-Disabled Veterans Enterprise.
7. **"SERVICE-DISABLED VETERAN"**: Any individual who is service disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.
8. **"SERVICE-DISABLED VETERANS ENTERPRISE"**: A service disabled veteran business as defined by Section 34.074, RSMo, meaning a business concern which is at least fifty-one percent (51%) owned by one (1) or more service-disabled veterans or in the case of any publicly-owned business at least fifty-one percent (51%) of the stock of which is owned by one (1) or more service-disabled veterans AND whose management and daily business operations are controlled by one (1) or more service disabled veterans.

2.0 MBE/WBE/SDVE PROGRAM REQUIREMENTS

- A. For bids where MBE, WBE and or SDVE goals are greater than zero percent (0%) as noted in the "Invitation for Bid," the following provisions shall apply
 1. MBE/WBE/SDVE Percentage Goals:
 - a. The bidder shall have as a goal subcontracting not less than the percentages stated on the Bid Form for MBE, WBE and SDVE firms.
 2. Computation of MBE/WBE/SDVE Percent Goal Participation:
 - a. The total dollar value of the work granted to the MBE, WBE or SDVE by the successful bidder shall be counted towards the applicable goal of the entire contract.
 - b. A bidder may count toward the MBE/WBE/SDVE goals only expenditures to certified MBE's, WBE's, or SDVE's that perform a commercially useful function in the work of a contract. A MBE, WBE, or SDVE is considered to perform a commercially useful function when it is responsible for executing a distinct element of the work contract and carrying out its responsibilities by actually performing, managing and supervising the work or providing supplies or manufactured materials. A bidder who is a MBE, WBE or SDVE may count 100% of the contract towards the MBE, WBE or

SDVE goal. (NOTE: MBE firms who bid as general contractors are expected to obtain WBE and SDVE participation; WBE firms who bid as general contractors are expected to obtain MBE and SDVE participation; and SDVE firms who bid as general contractors are expected to obtain MBE and WBE participation to meet the project's separate goals.)

- c. Bidder may count toward its MBE/WBE/SDVE goals expenditures for materials and supplies obtained from certified MBE, WBE, or SDVE suppliers and manufacturers, provided that the MBE, WBE, or SDVE assumes the actual and contractual responsibility for the provision of the materials and supplies.
 - d. A bidder may count towards the MBE/WBE/SDVE goals that portion of the total dollar value of the work granted to a second or subsequent tier subcontractor or a supplier to any subcontractor at any tier, provided that the MBE, WBE, or SDVE properly assumes responsibility for the work as outlined in 2.A.2.b and 2.A.2.c above.
 - e. A bidder may count towards the MBE/WBE/SDVE goals that portion of the total dollar value granted to a certified joint venture equal to the percentage of the ownership and control of the MBE, WBE, or SDVE partner in the joint venture.
3. Certification by bidder of MBE/WBE/SDVE Subcontractors:
- a. The bidder shall submit with his bid the information requested in the MBE/WBE/SDVE Compliance Evaluation Form for every MBE, WBE, or SDVE subcontractor or material supplier the bidder intends to use on the contract work.
 - b. The bidder may determine the status of certification of a proposed MBE or WBE subcontractor or supplier by referring to the Office of Equal Opportunity (OEO) MBE/WBE directory (<https://apps1.mo.gov/oeo/>); and the eligibility of a SDVE subcontractor or supplier by referring to the Division of Purchasing and Materials Management SDVE directory (<http://oa.mo.gov/purchasing/vendor-information/missouri-service-disabled-veteran-business-enterprise-sdve-information>) or the Department of Veterans Affairs directory (<https://www.vip.vetbiz.gov/>). Additional information, clarifications, etc., regarding the listings in the Directory may be obtained by calling the Division at (573) 751-3339 and asking to speak to the Contract Specialist of record as shown in Section 007300, Supplementary Conditions.
 - c. If the proposed subcontractor is certified as a MBE/WBE firm by any other State of Missouri agency or any Missouri city or county government agency, the bidder shall so note and provide particulars. Other known State of Missouri entities providing certification are:

Mountain Plains Minority Supplier Development Council	816-221-4200
Human Relations Department, KCMO	816-274-1432
Lambert International Airport	314-551-5000
Metro (formerly Bi-State Development Agency)	314-982-1457
St. Louis Development Corporation	314-622-3400 Ext. 362
St. Louis Minority Business Council	314-241-1073
SBA 8/St. Louis, MO	314-539-6600
Missouri Department of Transportation	573-751-2859
National Women Business Owners Corp.	561-848-5066

(Missouri firms only)

4. Waiver of MBE/WBE/SDVE Participation:
- a. The bidder is required to make a good faith effort to locate and contract with MBE's, WBE's and SDVE's. If a bidder has made a good faith effort to secure the required MBE's, WBE's and SDVE's and has failed, he may submit with his bid the information requested in "MBE/WBE/SDVE Good

Faith Effort (GFE) Determination.” The Director will review the bidder’s actions as set forth in the bidder’s Application for Waiver, the ability or success of other bidders to obtain MBE, WBE, or SDVE participation in their bids, and any other factors deemed relevant by the Director, to determine if a good faith effort has been made to meet the applicable percentage goals. If the bidder is judged not to have made a good faith effort, the bid shall be rejected as being nonresponsive to the bid requirements. Bidders who demonstrate that they have made a good faith effort to include MBE, WBE, and SDVE participation will be determined to be responsive to the MBE/WBE/SDVE participation goals of the contract regardless of the percent of MBE/WBE/SDVE participation, provided the bid is otherwise acceptable.

- b. In reaching a determination of good faith, the Director may evaluate, but is not limited to, the following factors:
 1. How subcontractors were contacted initially, the specific project information provided and the documentation to support that contact;
 2. How project plans and specifications were provided to MBE/WBE/SDVE subcontractors;
 3. The names, addresses, phone numbers, and dates of contact for MBE/WBE/SDVE firms contacted for specific categories of work;
 4. Attempts to follow-up with MBE, WBE or SDVE subcontractors prior to bid to negotiate price, scope of work, or make other adjustments or clarifications;
 5. Amount of bids received from any of these subcontractors;
 6. Bid accepted from one of these subcontractors or reasons for rejecting bids;
 7. The MBE, WBE, or SDVE suppliers contacted, date of contact, material or equipment, amounts of quotes;
 8. The ability or success of other bidders to obtain the MBE/WBE/SDVE participation in their bids.
- c. If MBE/WBE/SDVE goals have been identified on Section 004113-BID FORM, the three (3) apparent low bidders for the base bid are required to submit all appropriate MBE/WBE/SDVE documentation before the stated time and date set forth in the “Invitation for Bid” for the SECOND SUBMITTAL. Failure to provide this information by the specified date and time will be grounds for rejecting the bid.

MBE/WBE/SDVE forms may be accessed at <http://oa.mo.gov/fmddc/contractorforms.htm>. Mailing or delivery in an envelope, facsimile (FAX) transmission, or electronic submission of the SECOND SUBMITTAL will be allowed. Second submittal faxes shall be sent to 573-526-9826. Electronic submission of second submittals shall be emailed to “FMDCMWBEBIDLINE@oa.mo.gov.” It is the bidder’s sole responsibility to assure receipt by Owner of both submittals by the dates and times specified in the “Invitation for Bid.”
- d. The Director reserves the right to provide bidders the opportunity to correct or amplify the documented information received concerning MBE/WBE/SDVE goals. The additional information will be transmitted to Facilities Management Design and Construction within two (2) working days of a phone or facsimile or email request from the Director’s representative.

3.0 CONTRACTOR REQUIREMENTS

For contracts where there are MBE/WBE/SDVE participation goals as noted in the “Invitation for Bid,” the following provisions shall apply:

- A. The Contractor is bound to subcontracting or obtaining materials in amounts not less than the dollar amount indicated in the awarded contract to MBE/WBE/SDVE (s) unless that amount is revised in writing by the Owner’s representative.

- B. If the Contractor fails to meet or maintain the participation requirements contained in the Contractor's bid, he must satisfactorily explain to the Director or his Designee why the requirement cannot be achieved and why meeting the requirement was beyond the Contractor's control.
- C. If the Director finds the Contractor's explanation unsatisfactory, the Director may take any appropriate action including, but not limited to:
 - 1. Declaring the Contractor ineligible to participate in any Facilities Management, Design and Construction contracts for a period not to exceed twelve (12) months; and
 - 2. Directing that the Contractor be declared non-responsive to the "Invitation for Bid," or in breach of this contract.
- D. If a MBE, WBE, or SDVE is replaced during the course of this contract, the Contractor shall replace it with a similar MBE, WBE, or SDVE OR make a good faith effort to replace it with another MBE, WBE, or SDVE. All substitutions shall be approved by the Owners Representative.
- E. The Contractor shall provide the Owner with regular reports on its progress in meeting its MBE/WBE/SDVE obligations. As a minimum, the dollar-value of work completed by each MBE, WBE, or SDVE subcontractor during the preceding month and as a cumulative total shall be reported with each monthly application for payment. A final report shall include the total dollar-value of work completed by each MBE, WBE, and SDVE subcontractor during the total contract.

**STATE OF MISSOURI
DIVISION OF FACILITIES MANAGEMENT,
DESIGN AND CONSTRUCTION
*MBE/WBE/SDVE DIRECTORY***

The MBE/WBE Directory for goods and services is maintained by the Office of Equal Opportunity (OEO). The current Directory can be accessed at the following web address:

<http://www.directory.oeo.oa.mo.gov/>

Please note that you may search by MBE, WBE, or both as well as by region, location of the business by city or state, as well as by commodity or service.

The SERVICE DISABLED VETERAN ENTERPRISE (SDVE) Directory (s) may be accessed at the following web addresses:

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

<https://www.vip.vetbiz.gov/>

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NOTE: ALL PAGES OF THIS BID FORM (004113) MUST BE COMPLETED AND SUBMITTED OR THE BID MAY BE REJECTED FOR BEING NON-RESPONSIVE.

STATE OF MISSOURI

Bid Time: 1:30 PM

Bid Date: _____

SECTION 004113 - BID FORM

1.0 BID:

A. From:

(Bidder's Name)

herein after called the "Bidder".

B. To:

Director, Division of Facilities Management, Design and Construction
Room 730, Harry S Truman State Office Building
301 West High Street
Jefferson City, Missouri 65102

herein after called the "Owner."

C. For:

{BidPackages.Notes}

D. Project Number:

({Projects.Number} "@@@@@-@@")

hereinafter called the "Work."

E. Documents:

The undersigned, having examined and being familiar with the local conditions affecting the work and with the complete set of contract documents, including the Drawings, the Invitation For Bid, Instructions To Bidders, Statement of Bidders Qualifications, General Conditions, Supplement to General Conditions, and the technical specifications, including: addenda number _____ through _____ hereby proposes to perform the Work for the following:

F. Bid Amount:

_____ Dollars (\$ _____)

G. Allowances:

The Base Bid above must include an allowance of ({BidPackages.Udf_SoleSourceDollar} "\$###,###,###,##0"). See Section 012100 for details.

H. Alternates:

{BidAlternates.Description}



\$ _____ Dollars (\$ _____).

2.0 MBE/WBE/SDVE PERCENTAGE OF PARTICIPATION PROJECT GOALS:

This project's specific goals are: MBE ({BidPackages.PercentGoalMBE} "Percent") WBE ({BidPackages.PercentGoalWBE} "Percent"), and SDVE ({BidPackages.PercentGoalVBE} "Percent"). NOTE: Only MBE/WBE firms certified by a State of Missouri public entity, and SDVE(s) meeting the requirements of Section 34.074, RSMo, and 1 CSR 30-5.010, as of the date of bid opening, can be used to satisfy the MBE/WBE/SDVE participation goals for this project.

3.0 BID BOND

A. Accompanying the bid is: ___ 5% Bid Bond or ___ Cashier's Check/Bank Draft for 5% of base bid.

Payable without condition to the Division of Facilities Management, Design and Construction, State of Missouri, as per Article 5 of "Instructions To Bidders".

4.0 CONTRACT COMPLETION TIME AND LIQUIDATED DAMAGES

A. The Bidder agrees to complete the work within {BidPackages.Udf_CalendarDays} working days from the date the Notice of Intent to Award is issued as modified by additional days added by the Owner's acceptance of alternates, if applicable. This includes 12 working days for document mailing and processing. The Bidder further agrees to pay

NOTE: ALL PAGES OF THIS BID FORM (004113) MUST BE COMPLETED AND SUBMITTED OR THE BID MAY BE REJECTED FOR BEING NON-RESPONSIVE.

to, or allow the State as liquidated damages the sum of $\{BidPackages.Udf_LiqDamDailyRate\}$ "\$###,###,###,##0") for each working day thereafter that the entire work is not substantially complete.

5.0 ATTACHMENTS TO BID:

- | | | |
|-----------|---------------------------------|---|
| A. 004322 | Unit Prices | FIRST SUBMITTAL (SEE IFB for date & time) |
| B. 004336 | Proposed Subcontractors | FIRST SUBMITTAL (SEE IFB for date & time) |
| C. 004541 | Affidavit of Work Authorization | FIRST SUBMITTAL (SEE IFB for date & time) |

6.0 SUPPLEMENTAL BID DOCUMENTS

NOTE: DELETE THOSE ITEMS NOT USED

- | | | |
|------------|---|--|
| A. 004323 | SUPPLEMENT A – Cost Breakdown | SECOND SUBMITTAL (SEE IFB for date & time) |
| B. 004337 | MBE/WBE/SDVE Compliance Form | SECOND SUBMITTAL (SEE IFB for date & time) |
| C. 004337A | Supplement to MBE/WBE/SDVE Compliance Evaluation Form | SECOND SUBMITTAL (SEE IFB for date & time) |
| D. 004338 | MBE/WBE/SDVE Joint Venture Form | SECOND SUBMITTAL (SEE IFB for date & time) |
| E. 004339 | MBE/WBE/SDVE Waiver Form | SECOND SUBMITTAL (SEE IFB for date & time) |
| F. 004340 | SDVE Business Form | SECOND SUBMITTAL (SEE IFB for date & time) |
| G. | <u>Reference Section 013513.16 DESE Drug Testing Certification</u> DUE WITH SECOND SUBMITTAL | |

7.0 BIDDER'S CERTIFICATIONS:

- A. The Bidder agrees to pay not less than the hourly rate of wages as determined by the Department of Labor and Industrial Relations, State of Missouri, in accordance with Sections 290.210 to 290.340, RSMo.
- B. The Bidder hereby certifies that this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association or corporation;

That he/she has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal;

That he/she has not solicited or induced any person, firm or corporation to refrain from submitting a bid;

That he/she has not sought by collusion or otherwise to obtain for him/herself any advantage over any other bidder or over the Owner.

That he/she will not discriminate against any employee or applicant for employment because of race, creed, color or national origin in the performance of the work.

That he/she certifies that he/she has based this proposal upon an official /complete set of contract documents, either obtained from the Owner after Bidder placed himself/herself on the bidders' list or from a secondary source known to the Bidder to have provided a complete and accurate set of contract documents, provided that if Bidder received the contract documents from such a secondary source, any errors or omissions in the contract documents shall be interpreted and construed in favor of the Owner and against the Bidder. This proposal is also based upon the conditions within Article 1.2 of the General Conditions.

That he/she certifies that he/she will comply with the provisions of Sections 285.230-234, RSMo, regarding transient employers.

That he/she has enrolled and is and will continue to participate in a federal work authorization program in accordance with Sections 285.525 and 285.530, RSMo for the duration of this contract.

NOTE: ALL PAGES OF THIS BID FORM (004113) MUST BE COMPLETED AND SUBMITTED OR THE BID MAY BE REJECTED FOR BEING NON-RESPONSIVE.

8.0 CONTACT INFORMATION (mandatory for all bidders):

Sole Proprietorship/General Partnership LLC Limited Partnership Corporation Joint Venture

Business Name: _____

Address: _____

Telephone: _____ Fax Number: _____

Federal ID Number: _____ or Social Security Number: _____

Missouri Business Charter Number: _____ (or provide the proper certificate from the Secretary of State)

Contact Name: _____ Contact email: _____

9.0 SIGNATURES:

FOR SOLE PROPRIETORSHIPS/GENERAL PARTNERSHIPS ONLY:

Name each general partner: _____

Sole Proprietor's Name (printed) _____

Today's Date: _____

I, _____, being the sole proprietor/general partner of (name of business) _____ (and if the name of said business is other than my legal name, having filed a Registration of Fictitious Name with the Missouri Secretary of State in order to allow me to use such name in connection with my business, as provided by Section 417.200, RSMo, et seq.), do hereby submit this bid and agree to be bound unto the State of Missouri as herein provided (if a general partnership, all partners must sign below).

Signature: _____ Signature: _____

Signature: _____ Signature: _____

FOR LIMITED LIABILITY COMPANIES ONLY:

_____ today's date _____ State(s) of organization: _____
Manager's (or Managing Member's) Name (printed)

I, _____, being the Manager (or Managing Member) of (full legal name of limited liability company from Articles of Organization) _____, and being duly authorized to act as herein provided on behalf of said limited liability company, do hereby submit this bid on behalf of said limited liability company and agree that said limited liability company shall be bound unto the State of Missouri as herein provided.

Signature: _____

NOTE: ALL PAGES OF THIS BID FORM (004113) MUST BE COMPLETED AND SUBMITTED OR THE BID MAY BE REJECTED FOR BEING NON-RESPONSIVE.

FOR LIMITED PARTNERSHIPS/LIMITED LIABILITY PARTNERSHIPS/LIMITED LIABILITY LIMITED PARTNERSHIPS ONLY:

_____ today's date: _____ State(s) of organization: _____
General/Managing Partner's Name (printed)

I, _____, being the General Partner/Managing Partner of (full legal name of limited partnership/limited liability partnership/limited liability limited partnership from partnership agreement or Certificate of Limited Partnership) _____, and being duly authorized to act as herein provided on behalf of said limited partnership/limited liability partnership/limited liability limited partnership, do hereby submit this bid on behalf of said limited partnership/limited liability partnership/limited liability limited partnership and agree that said limited partnership/limited liability partnership/limited liability limited partnership shall be bound unto the State of Missouri as herein provided.

Signature: _____

FOR CORPORATIONS ONLY:

_____ Secretary's Name (printed) _____ Today's date _____
President's Name (printed)

State(s) of incorporation: _____

I, _____, being the (officer or title) _____ of (full legal name of corporation, from Articles of Incorporation) _____, and being duly authorized by the Board of Directors of said corporation to act as herein provided on behalf of said corporation, do hereby submit this bid on behalf of said corporation and agree that said corporation shall be bound unto the State of Missouri as herein provided.

Signature: _____ Attested by: _____
President Corporate Secretary

The President should sign as the bidder. If the signator is other than the corporate president, the bidder must provide satisfactory evidence that the signator has the legal authority to bind the corporation.

FOR ASSOCIATIONS/JOINT VENTURES: If multiple business entities/individuals are bidding collectively as an association or joint venture, each business entity/individual bidding as part of the association or joint venture shall sign this bid in the above sections relevant to the form that such business entity or individual does business, and the bidder shall duplicate the necessary number of signature pages so that all members of the association or joint venture shall sign this bid. If a name is adopted for use by the association or joint venture, the association or joint venture shall file a Registration of Fictitious Name with the Missouri Secretary of State in order to use such name in connection with the association or joint venture, as provided by Section 417.200, RSMo, *et seq.*

SECTION 004322 - UNIT PRICES

PROJECT NUMBER ({Projects.Number})

"@@@@@-@@")

1.0 Description

- A. For changing specified quantities of work from those indicated by the contract drawings and specifications, upon written instructions of Owner, the following unit prices shall prevail. The unit prices include all labor, overhead and profit, materials, equipment, appliances, bailing, shoring, shoring removal, etc., to cover the finished work of the several kinds of work called for. Only a single unit price shall be given and it shall apply for either MORE or LESS work than that shown on the drawings and called for in the specifications or included in the Base Bid. In the event of more or less units than so indicated or included during construction the total contract price shall be decreased as appropriate or increased by contract change in accordance with General Conditions Article 4.1.

2.0 Unit Prices:



A. Unit Price:



Example: \$ _____ per square yard

B. Unit Price:



Example: \$ _____ per cubic yard

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SECTION 004323- SUPPLEMENT A - COST BREAKDOWN
PROJECT NUMBER: ([REDACTED])

1.0 THE BIDDER HEREBY PROVIDES A COST BREAKDOWN FOR THE FOLLOWING:

A.	Item 1: Description	\$ _____
B.	Item 2: Description	\$ _____
C.	Item 3: Balance of Work	\$ _____
	Base Bid Total:	\$ _____

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SECTION 004337 - MBE/WBE/SDVE COMPLIANCE EVALUATION FORM

Project Name: _____ Project No.: (Projects.Number)
"@@@@@-@@"

This form is to be completed by bidders and submitted to the State of Missouri, Division of Facilities Management, Design and Construction with the second bid submittal. Submit one form per MBE/WBE/SDVE firm involved with the project. This includes any MBE/WBE/SDVE general contractor, joint venture, subcontractor or supplier, regardless of how many tier levels of sub-contracts.

A condition for remaining in competition for award is the satisfactory completion of this form for each minority/woman/service disabled veteran-owned firm that will perform a commercially useful function on the contract. The undersigned submits the following data with respect to the following firm's assurance to meet the Office of Administration's goal for MBE/WBE/SDVE participation.

1. Name of General Contractor: _____

2. MBE/WBE/SDVE Firm: _____

(Name)

(Address) (City, State, Zip Code)

(Phone Number) (Fax Number)

Type of Business: _____ Type of Firm: MBE WBE SDVE

Officer Name & Title: _____

3. Describe the subcontract actual work to be performed (List BASE BID work and any ALTERNATE work separately):

BASE BID: _____
ALTERNATE (S): (identify separately)

4. Indicate the dollar (\$) amount of contract to be subcontracted to the MBE/WBE/SDVE Firm:

BASE BID: \$ _____
ALTERNATE (S): (identify separately)
\$ _____
\$ _____
\$ _____

5. Is the proposed subcontractor listed in the Minority/Women Business Enterprise Directory maintained by the Office of Equal Opportunity (OEO) or the Division of Purchasing and Materials Management SDVE directory? YES NO

6. Is the proposed subcontractor certified as a MBE/WBE firm by another State of Missouri public entity? YES NO
If yes, please provide the name and address of such entity below. Also provide a copy of the subcontractor's certificate or certification letter from such entity for verification.

Name & address of Missouri: certifying public entity:

Name of General Contractor Signec (Print) _____
Signature: _____
Title: _____ Date: _____

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FMDC FAST TRACK REQUIREMENTS

If you are not certified by Office of Equal Opportunity (OEO) as a MBE or WBE, but are certified by another approved certifying entity, this form must be completed and a copy of your current certificate provided with the bid you are submitting. The OEO "Fast Track" certification process will allow your firm to receive designation as a minority and/or woman business enterprise (MBE/WBE) with the State of Missouri. This designation will last through the duration of the project, or the expiration date on your current M/WBE certification.

Company Name _____

Owners Name _____

Mailing Address _____

Street Address if different from Mailing _____

City _____ State _____ Zip _____

Phone _____ Fax _____

E-Mail Address _____

FEIN Number _____

Indicate which ethnicity category applies to your business:

- African American Male-MO
- Asian American-M1
- Hispanic Male-M2
- Native American Male-M3
- Other Male-M4
- African American Female-M5
- Asian American Female-M6
- Hispanic Female-M7
- Native American Female-M8
- Other Female-M9
- Female-W0

Date Company was Established _____

Number of employees:

Full Time _____ Part Time _____ Total Employees: _____

Commodity/Service Description: _____

Bonding Limit (If applicable) _____

Project Limit (If applicable) _____

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SECTION 004338 - MBE/WBE/SDVE ELIGIBILITY DETERMINATION FORM FOR JOINT VENTURES

Project Name: _____ Project No.: ({{Projects.Number}} "@@@@-@@")
If bidder is a joint venture, this form shall be completed and submitted with the second bid submittal to the Missouri State Division of Facilities Management, Design and Construction.

1. Joint Venture Firm: _____
(Name)

(Address) (City, State, Zip Code)

(Phone Number) (Fax Number)

2. In order to be counted toward project MBE/WBE/SDVE goals, the MBE/WBE/SDVE partner(s) must be currently certified by a State of Missouri public entity or have proof of SDVE eligibility. Identify the firms which comprise the joint venture and include a copy of the certification of each MBE/WBE/SDVE firm included in the joint venture.

(a) Describe the role of each MBE, WBE, or SDVE firm in the joint venture:

(b) Briefly describe the experience and business qualifications of each non-MBE/WBE/SDVE co-venturer:

3. What is the claimed percentage of MBE/WBE/SDVE ownership in the joint venture?

4. Ownership of joint venture. **Attach a copy of the joint venture agreement.** (The following need not be filled in if described in the joint venture agreement)

(a) Description of profit and loss sharing:

(b) Description of capital contributions, including equipment:

(c) Description of other applicable ownership interests:

6. Control of, and participation in, this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making including, but not limited to, those with prime responsibility for:

- Financial Decisions ◦ Management Decisions ◦ Estimating ◦ Marketing ◦ Sales
- Hiring (of management) ◦ Firing (of management) ◦ Purchase of major items or supplies

Name	Race	Sex	Firm & Title	Responsibility	Management Decisions

NOTE: If after filing this information and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the Commissioner, either directly or if the joint venture is a subcontractor through the prime contractor.

AFFIDAVIT

"The undersigned swear that the foregoing statements are correct and include all material and information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide the Commissioner, Office of Administration, current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records, and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the Commissioner of the Office of Administration. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Name of Firm: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Date: _____

State of: _____

County of: _____

On this _____ day of _____, 20____, before me appeared
(name) _____ to me personally known, who, being duly sworn, did execute the foregoing
affidavit, and did state that he or she was properly authorized by (name of firm) _____
to execute the affidavit and did so as his or her own free act and deed.

Notary Public: _____ (seal)

My commission expires: _____

Date: _____

State of: _____

County of: _____

On this _____ day of _____, 20____, before me appeared
(name) _____ to me personally known, who, being duly sworn, did execute the foregoing
affidavit, and did state that he or she was properly authorized by (name of firm) _____
to execute the affidavit and did so as his or her own free act and deed.

Notary Public: _____ (seal)

My commission expires: _____

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MBE/WBE/SDVE GOOD FAITH EFFORT (GFE) DETERMINATION – FORM NO. 004339

Bidders must request a GFE determination for EACH category goal not achieved:

- REQUEST FOR MBE GOAL WAIVER
- REQUEST FOR WBE GOAL WAIVER
- REQUEST FOR SDVE GOAL WAIVER

PROJECT NO. ({{Projects.Number}} "@@-@@-@@") **PROJECT TITLE** _____ **SUBMITTED BY** _____ **Prime Bidder**

Please complete the following information. Scores will be based on the comparison of effort made by the bidders on this project and the completeness of the information. Maximum points possible is indicated in parenthesis () for each type of information requested. Bidders not attaining the project MBE/WBWS/SDVE goals must secure necessary credit in each category through a combination of participation and/or effort in order to be considered responsive to the project goals.

INSTRUCTIONS FOR PART A and B – Prime Bidder has the option of completing all lines (1-6) of Part A or all lines (7-12) of Part B or a combination of A and B with a maximum of six (6) lines total for A and B such as (1, 2, 3, 6, 7 & 8) or (1, 2, 6, 7, 8 & 11). Credit values possible for each line are equal.

Part A – Developing Relationship: Provide the information requested in this section for up to six (6) MBE/WBE/SDVE firms that the owner, partner or principle officer of the Prime Bidder has had personal contact within the last sixty days for the purpose of developing a working relationship.

	a. Name of Firm: MBE (5) or WBE (5) or SDVE (5); and Principle of Firm (5) That Prime Bidder Met With	b. Telephone Number (2)	c. Date of Meeting (2)	d. Years in Business (4)	e. Number of Employees (4)	f. Number of Licensed Tradesmen (3)	g. Bonding Limit(5)	h. Limit of General Liability Insurance (3)	i. Typical Project Size (2)
1.	MBE WBE SDVE								
2.	MBE WBE SDVE								
3.	MBE WBE SDVE								
4.	MBE WBE SDVE								
5.	MBE WBE SDVE								
6.	MBE WBE SDVE								

Part B – Sustained Relationship: Provide the names of up to three MBE/WBE/SDVE firms that the Prime Bidder has contracted with in the past 12 months and list the project and subcontract values.

	a. Name of Firm: MBE (5) WBE (5) SDVE (5)	1 st Project		2 nd Project		3 rd Project	
		b. Name of Project (5)	c. Subcontract Value (5)	d. Name of Project (5)	e. Subcontract Value (5)	f. Name of Project (5)	g. Subcontract Value (5)
7.	MBE WBE SDVE						
8.	MBE WBE SDVE						
9.	MBE WBE SDVE						
10.	MBE WBE SDVE						
11.	MBE WBE SDVE						
12.	MBE WBE SDVE						

Part C. How did prime Bidder provide access to full sets of plans and specifications and specific sections for this project to subcontractors and suppliers?

Check boxes for all methods used.

- | | | | |
|--|-----|---|-----|
| 1. Directed to local plan room at _____ | (1) | 4. Faxed specific sections to subcontractors and/or suppliers (attach copy) | (3) |
| 2. Made available at Prime Bidder's Office | (2) | 5. Mailed or emailed specific sections to subcontractors and/or suppliers (attach copy) | (3) |
| 3. Directed to website at _____ | (1) | 6. Hand carried directly to subcontractors and/or suppliers | (5) |

Part D. How were subcontractors and suppliers (specifically for this project) initially contacted and informed of Prime Bidder's interest in receiving a proposal from them?

Explain and attach copies of emails, telephone logs, fax transmittals and logs, scopes of work for specific categories of work. Please cross-reference documentation for Parts E, F, G & H. (20)

INSTRUCTIONS FOR PARTS E, F, G, & H – Provide the Information Requested for MBE/WBE/SDVE Firms for each of the "Categories of Work" and "Supplier" that you solicited participation.

Part E. Category or Categories of Work: _____ Specification(s) Division(s): _____ Section(s): _____

	Name of Firm & Person Contacted	M	W	S	Telephone No.	a. Date of Initial Contact (5 pts for 3 weeks prior to bid date; 3 pts for 2 weeks prior; and 1 pt for 1 week prior.)	b. Follow-up date and assistance given to sub-contractor prior to bid. Attach documentation. (10)	c. Amount of Bid Received (15)	d. Bid Accepted (5)	e. If Applicable, Reason for Rejection of Bid Failure to provide information (-5)
		B E (5) √	B E (5) √	D V E (5) √						
1.										
2.										
3.										
4.										
5.										
6.										

Name(s) of Selected Firm(s) for This Category or Categories _____ Bid(s) Accepted \$ _____

Part F. Category or Categories of Work: _____ Specification(s) Division(s): _____ Section(s): _____

	Name of Firm & Person Contacted	M	W	S	Telephone No.	a. Date of Initial Contact (5 pts for 3 weeks prior to bid date; 3 pts for 2 weeks prior; and 1 pt for 1 week prior.)	b. Follow-up date and assistance given to sub-contractor prior to bid. Attach documentation. (10)	c. Amount of Bid Received (15)	d. Bid Accepted (5)	e. If Applicable, Reason for Rejection of Bid Failure to provide information (-5)
		B E (5) √	B E (5) √	D V E (5) √						
1.										
2.										
3.										
4.										
5.										
6.										

Name(s) of Selected Firm(s) for This Category or Categories _____ Bid(s) Accepted \$ _____

Part G. Category or Categories of Work: _____ Specification(s) Division(s): _____ Section(s): _____

	Name of Firm & Person Contacted	M B E (5) √	W B E (5) √	S D V E (5) √	Telephone No.	a. Date of Initial Contact (5 pts for 3 weeks prior to bid date; 3 pts for 2 weeks prior; and 1 pt for 1 week prior.)	b. Follow-up date and assistance given to sub-contractor prior to bid. Attach documentation. (10)	c. Amount of Bid Received (15)	d. Bid Accepted (5)	e. If Applicable, Reason for Rejection of Bid Failure to provide information (-5)
1.										
2.										
3.										
4.										
5.										
6.										

Name(s) of Selected Firm(s) for This Category or Categories _____ Bid(s) Accepted \$ _____

Part H. Suppliers:

	Name of Firm, Person, and type of Supplier Contacted	M B E (5) √	W B E (5) √	S D V E (5) √	Telephone No.	a. Date of Initial Contact (5 pts for 3 weeks prior to bid date; 3 pts for 2 weeks prior; and 1 pt for 1 week prior.)	b. Material or Equipment Quoted (5)	c. Amount of Quote Received (10)	d. Quote Accepted (5)	e. If Applicable, Reason for Rejection of Bid Failure to provide information (-5)
1.										
2.										
3.										
4.										
5.										
6.										

Name(s) of Selected Firm(s) for This Category or Categories _____ Bid(s) Accepted \$ _____

NAME INFORMATION WILL BE VERIFIED AS NECESSARY, INVALID INFORMATION WILL RECEIVE NO SCORE.

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**INSTRUCTIONS FOR COMPLETING
FORM NO. 004339 – MBE/WBE/SDVE
GOOD FAITH EFFORT (GFE) DETERMINATION**

General Information

1. This form is to be used by the three apparent low bidders if they were not able to meet any or all of the stated MBE, WBE, or SDVE goal(s) for the project.
2. This form is to be part of the Second Bid Submittal as explained in the "Instructions to Bidders."
3. This form is designed for submittal of information to determine whether the bidder made a Good Faith Effort to obtain the MBE/WBE/SDVE goals established for the project.
4. If a bidder achieves a participation goal, the bidder will be awarded full credit for that category. This score plus the GOOD FAITH EFFORT credit for the other categories not achieved for participation will determine if the bid is responsive to attaining the MBE, WBE and SDVE goals.
5. This form shall be completed by the Prime Bidder.

Completing Form No. 004339

- Step 1 Indicate by checking the box if the waiver is requested for the MBE, WBE or SDVE Goal(s).
- Step 2 Provide the Project Number, Project Title and Company Name of Prime Bidder where indicated.
- Step 3 Review the entire form well in advance of bid submittal to be familiar with the required information.
- Step 4 Complete all of Part A, all of Part B, or a combination of Part A & Part B, such that a maximum of lines are completed. Only 6 of lines 1 through 12 in Parts A & B will be considered. For lines 1 through 6, provide the name of the MBE, WBE or SDVE firm, name of the principal owner of the firm met with, their phone number, the date of the meeting and the other specific information requested related to that firm. For lines 7 through 12, provide the name of MBE/WBE/SDVE firm contracted with, the names of the projects they were used on, and the dollar values of their subcontracts.
- Step 5 Complete Part C by checking the boxes for all methods that were used, being sure to provide for: 1. The plan room address; and 3. website address. Attach copies as requested.
- Step 6 Complete Part D. Explain in this section how MBE/WBE/SDVE subcontractors were initially contacted and provide the contact name, date and time of contact, whether by phone or fax, and provide a copy of the scope of work they were asked to bid.

- Step 7 Complete Parts E, F, and G. Indicate the category of work, specification division and section(s), for which MBE/WBE/SDVE participation is sought. Provide: the name of the MBE/WBE/SDVE firm; person contacted; telephone number; date of initial contact; and attach documentation to verify that a follow-up contact was made, such as date of follow-up and an explanation of what was discussed. Indicate on the form the amount of their bid, whether or not it was accepted, reason for rejection (if applicable) and name of selected firm and their bid amount.
- Step 8 Complete Part H. Indicate the firm names of the contacted suppliers and person contacted, phone number, date of contact, type of material or equipment quoted amount of quote received, whether or not it was accepted, reason for rejection (if applicable), name of selected firm and their quote amount.

Notes

1. Information must be placed on the form where requested and attached documentation must indicate the PART, line and column on the form that it relates to, such as, "PART F -- Line 2 -- Column B."
2. Information will be verified by calling the firms listed, as necessary. Information that cannot be verified will not be considered in determining whether a good faith effort was made.
3. Bidders are encouraged to provide information neatly organized and to provide a summary cover letter.

MISSOURI SERVICE-DISABLED VETERAN BUSINESS FORM

Pursuant to Section 34.074, RSMo, the Office of Administration, Division of Facilities Management, Design and Construction has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in Section 34.074, RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions (as provided by Section 34.074, RSMo):

Service-Disabled Veteran 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 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.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in Section 34.074, RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder must provide the following (unless they are registered with Division of Purchasing and Materials Management <http://content.oa.mo.gov/purchasing-materials-management/>) with the bid in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable:

- a. a copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); and
- b. a completed copy of this form.

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Form.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in Section 34.074, RSMo, and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran
Business

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SECTION 004541 - AFFIDAVIT OF WORK AUTHORIZATION

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 20_____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the _____ of _____, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection with the contracted services related to _____ with the Office of Administration, Division of Facilities Management, Design and Construction (FMDC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with FMDC, an alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Section 285.525 through 285.559, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affidavit Signature

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires:

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State of Missouri Construction Contract

THIS AGREEMENT, made (DATE) by and between:

Contractor Name and Address

hereinafter called the "Contractor,"

and the State of Missouri, hereinafter called the "Owner", represented by the Office of Administration, Division of Facilities Management, Design and Construction, on behalf of the Department of {Projects.Udf_Department}.

WITNESSETH, that the Contractor and the Owner, for the consideration stated herein agree as follows:

ARTICLE 1. STATEMENT OF WORK

The Contractor shall furnish all labor and materials and perform all work required for furnishing and installing all labor, materials, equipment and transportation and everything necessarily inferred from the general nature and tendency of the plans and specifications for the proper execution of the work for:

Project Name: {BidPackages.Notes}

Project Number: {{Projects.Number} "@@@@@-@@")

in strict accordance with the Contract Documents as enumerated in Article 7, all of which are made a part hereof.

ARTICLE 2. TIME OF COMPLETION

The contract performance time is XXX working days from the transmittal date of this agreement. The contract completion date is MONTH, DAY, YEAR. This time includes twelve (12) working days for the Contractor to receive, sign and return the contract form along with required bonding and insurance certificates. Failure of the Contractor to provide correct bonding and insurance within the twelve (12) working days shall not be grounds for a time extension. Receipt of proper bonding and insurance is a condition precedent to the formation of the contract and if not timely received, may result in forfeiture of the Contractor's bid security. Work may not commence until the Owner issues a written Notice to Proceed and must commence within seven (7) working days thereafter.

ARTICLE 3. LIQUIDATED DAMAGES

Whenever time is mentioned in this contract, time shall be and is of the essence of this contract. The Owner would suffer a loss should the Contractor fail to have the work embraced in this contract fully completed on or before the time above specified. THEREFORE, the parties hereto realize in order to adjust satisfactorily the damages on account of such failure that it might be impossible to compute accurately or estimate the amount of such loss or damages which the Owner would sustain by reason of failure to complete fully said work within the time required by this contract. The Contractor hereby covenants and agrees to pay the Owner, as and for liquidated damages, the sum of \$X,XXX per day for each and every day, Sunday and legal holidays excepted, during which the work remains incomplete and unfinished. Any sum which may be due the Owner for such damages shall be deducted and retained by the Owner from any balance which may be due the Contractor when said work shall have been finished and accepted. But such provisions shall not release the Bond of the Contractor from liability according to its terms. In case of failure to complete, the Owner will be under no obligation to show or prove any actual or specific loss or damage.

ARTICLE 4. CONTRACT SUM

The Owner shall pay the Contractor for the prompt, faithful and efficient performance of the conditions and undertakings of this contract, subject to additions, and deductions as provided herein, in current funds the sum of:

Base Bid: \$

The Owner accepts the following Alternate Bids:

Alternate One: \$

TOTAL CONTRACT AMOUNT: (\$CONTRACT AMOUNT)

UNIT PRICES: The Owner accepts the following Unit Prices:

For changing specified quantities of work from those indicated by the contract drawings and specifications, upon written instructions of Owner, the following unit prices shall prevail. The unit prices include all labor, overhead and profit, materials, equipment, appliances, bailing, shoring, shoring removal, etc., to cover the finished work of the several kinds of work called for. Only a single unit price shall be given and it shall apply for either MORE or LESS work than that shown on the drawings and called for in the specifications or included in the Base Bid. In the event of more or less units than so indicated or included, change orders may be issued for the increased or decreased amount.

ARTICLE 5. PREVAILING WAGE RATE

It is understood and agreed by and between the parties that not less than the prevailing hourly rate of wages shall be paid for work of a similar character in the locality in which the work is performed, and not less than the prevailing hourly rate of wages for legal holiday and overtime work in the locality in which the work is performed, both as determined by the Department of Labor and Industrial Relations or as determined by the court on appeal, to all workmen employed by or on behalf of the Contractor or any subcontractor, exclusive of maintenance work. Only such workmen as are directly employed by the Contractor or his subcontractors, in actual construction work on the site shall be deemed to be employed.

When the hauling of materials or equipment includes some phase of the construction other than the mere transportation to the site of the construction, workmen engaged in this dual capacity shall be deemed to be employed directly on the project and entitled to the prevailing wage.

ARTICLE 6. MINORITY/WOMEN/SERVICE DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

The Contractor has been granted a waiver of the 10% MBE and 5% WBE and 3% SDVE participation goals. The Contractor agrees to secure the MBE/WBE/SDVE participation amounts for this project as follows: (OR)

The Contractor has met the MBE/WBE/SDVE participation goals and agrees to secure the MBE/WBE/SDVE participation amounts for this project as follows:

MBE/WBE/SDVE Firm: Subcontract Amt:\$
MBE/WBE/SDVE Firm: Subcontract Amt:\$
MBE/WBE/SDVE Firm: Subcontract Amt:\$

Total \$

MBE/WBE/SDVE assignments identified above shall not be changed without a Contract Change signed by the Owner.

The Director of the Division of Facilities Management, Design and Construction or his Designee shall be the final authority to resolve disputes and disagreements between the Contractor and the MBE/WBE/SDVE firms listed above when such disputes impact the subcontract amounts shown above.

ARTICLE 7. CONTRACT DOCUMENTS

Contract documents shall consist of the following component parts:

1. Division 0, with executed forms
2. Division 1
3. Executed Construction Contract Form
4. The Drawings
5. The Technical Specifications
6. Addenda
7. Contractor's Proposal as accepted by the Owner

By signature below, the parties hereby execute this contract document.

APPROVED:

Charlie Brzuchalski, AIA
Deputy Director of Planning & Design
Division of Facilities Management,
Design and Construction

Contractor's Authorized Signature

I, Corporate Secretary, certify that I am Secretary of the corporation named above and that (CONTRACTOR NAME), who signed said contract on behalf of the corporation, was then (TITLE) of said corporation and that said contract was duly signed for and in behalf of the corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate Secretary

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STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
AFFIDAVIT FOR AFFIRMATIVE ACTION

PROJECT NUMBER

NAME

First being duly sworn on oath states: that

he/she is the sole proprietor partner or officer of

NAME

a sole proprietorship partnership

or corporation, and as such, said proprietor, partner, or officer is duly authorized to make this

affidavit on behalf of said sole proprietorship, partnership, or corporation; that under the contract known as

PROJECT TITLE

Less than 50 persons in the aggregate will be employed and therefore, the applicable Affirmative Action requirements as set forth in Article 1.4 of the General Conditions of the State of Missouri have been met.

PRINT NAME & SIGNATURE

DATE

NOTARY INFORMATION

NOTARY PUBLIC EMBOSSEER SEAL	STATE OF	COUNTY (OR CITY OF ST. LOUIS)	USE RUBBER STAMP IN CLEAR AREA BELOW
	SUBSCRIBED AND SWORN BEFORE ME, THIS		
	DAY OF	YEAR	
	NOTARY PUBLIC SIGNATURE	MY COMMISSION EXPIRES	
NOTARY PUBLIC NAME (TYPED OR PRINTED)			

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SECTION 006113 - PERFORMANCE AND PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS, THAT we _____
as principal, and _____
_____ as Surety, are held and firmly bound unto the
STATE OF MISSOURI. in the sum of _____ Dollars (\$ _____)
for payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly
and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated the _____
day of _____, 20_____, enter into a contract with the State of Missouri for

(Insert Project Title and Number)

NOW, THEREFORE, if the Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the State of Missouri, with or without notice to the Surety and during the life of any guaranty required under the contract; and shall also faithfully perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made with or without notice to the Surety; and shall also promptly make payment for materials incorporated, consumed or used in connection with the work set forth in the contract referred to above, and all insurance premiums, both compensation and all other kinds of insurance, on said work, and for all labor performed on such work, whether by subcontractor or otherwise, at not less than the prevailing hourly rate of wages for work of a similar character (exclusive of maintenance work) in the locality in which the work is performed and not less than the prevailing hourly rate of wages for legal holiday and overtime work (exclusive of maintenance work) in the locality in which the work is performed both as determined by the Department of Labor and Industrial Relations or determined by the Court of Appeal, as provided for in said contract and in any and all duly authorized modifications of said contract that may be hereafter made, with or without notice to the Surety, then, this obligation shall be void and of no effect, but it is expressly understood that if the Principal should make default in or should fail to strictly, faithfully and efficiently do, perform and comply with any or more of the covenants, agreements, stipulations, conditions, requirements or undertakings, as specified in or by the terms of said contract, and with the time therein named, then this obligation shall be valid and binding upon each of the parties hereto and this bond shall remain in full force and effect; and the same may be sued on at the instance of any material man, laborer, mechanic, subcontractor, individual, or otherwise to whom such payment is due, in the name of the State of Missouri, to the use of any such person.

AND, IT IS FURTHER specifically provided that any modifications which may hereinafter be made in the terms of the contract or in the work to be done under it or the giving by the Owner of any extension of the time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal to the other, shall not in any way release the Principal and the Surety, or either or any of them, their heirs, executors, administrators and successors, from their liability hereunder, notice to the Surety of any such extension, modifications or forbearance being hereby waived.

IN WITNESS WHEREOF, the above bounden parties have executed the within instrument this _____ day of _____, 20____.

AS APPLICABLE:

AN INDIVIDUAL

Name: _____

Signature: _____

A PARTNERSHIP

Name of Partner: _____

Signature of Partner: _____

Name of Partner: _____

Signature of Partner: _____

CORPORATION

Firm Name: _____

Signature of President: _____

SURETY

Surety Name: _____

Attorney-in-Fact: _____

Address of Attorney-in-Fact: _____

Telephone Number of Attorney-in-Fact: _____

Signature Attorney-in-Fact: _____

NOTE: Surety shall attach Power of Attorney



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
PRODUCT SUBSTITUTION REQUEST

PROJECT NUMBER

PROJECT TITLE AND LOCATION

CHECK APPROPRIATE BOX

- SUBSTITUTION PRIOR TO BID OPENING**
 (Minimum of (5) working days prior to receipt of Bids as per Article 4 – Instructions to Bidders)
- SUBSTITUTION FOLLOWING AWARD**
 (Maximum of (20) working days from Notice to Proceed as per Article 3 – General Conditions)

FROM: BIDDER/CONTRACTOR (PRINT COMPANY NAME)

TO: ARCHITECT/ENGINEER (PRINT COMPANY NAME)

Bidder/Contractor hereby requests acceptance of the following product or systems as a substitution in accordance with provisions of Division One of the Bidding Documents:

SPECIFIED PRODUCT OR SYSTEM

SPECIFICATION SECTION NO.

SUPPORTING DATA

- Product data for proposed substitution is attached (include description of product, standards, performance, and test data)
- Sample Sample will be sent, if requested

QUALITY COMPARISON

	SPECIFIED PRODUCT	SUBSTITUTION REQUEST
NAME, BRAND		
CATALOG NO.		
MANUFACTURER		
VENDOR		

PREVIOUS INSTALLATIONS

PROJECT	ARCHITECT/ENGINEER	DATE INSTALLED
LOCATION		

SIGNIFICANT VARIATIONS FROM SPECIFIED PRODUCT

REASON FOR SUBSTITUTION

DOES PROPOSED SUBSTITUTION AFFECT OTHER PARTS OF WORK?

YES NO

IF YES, EXPLAIN _____

SUBSTITUTION REQUIRES DIMENSIONAL REVISION OR REDESIGN OF STRUCTURE OR A/E WORK

YES NO

BIDDER'S/CONTRACTOR'S STATEMENT OF CONFORMANCE OF PROPOSED SUBSTITUTION TO CONTRACT REQUIREMENT:

We have investigated the proposed substitution. We believe that it is equal or superior in all respects to specified product, except as stated above; that it will provide the same Warranty as specified product; that we have included complete implications of the substitution; that we will pay redesign and other costs caused by the substitution which subsequently become apparent; and that we will pay costs to modify other parts of the Work as may be needed, to make all parts of the Work complete and functioning as a result of the substitution.

BIDDER/CONTRACTOR	DATE
-------------------	------

REVIEW AND ACTION

Resubmit Substitution Request with the following additional information:

Substitution is accepted.

Substitution is accepted with the following comments:

Substitution is not accepted.

ARCHITECT/ENGINEER	DATE
--------------------	------



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
FINAL RECEIPT OF PAYMENT AND RELEASE

PROJECT NUMBER

KNOW ALL MEN BY THESE PRESENT THAT: hereinafter called "Subcontractor" who heretofore entered into an agreement with hereinafter called "Contractor", for the performance of work and/or furnishing of material for the construction of the project entitled

(PROJECT TITLE, PROJECT LOCATION, AND PROJECT NUMBER)

at

(ADDRESS OF PROJECT)

for the State of Missouri (Owner) which said subcontract is by this reference incorporated herein, in consideration of such final payment by Contractor.

DOES HEREBY:

1. ACKNOWLEDGE that they have been **PAID IN FULL** all sums due for work and materials contracted or done by their Subcontractors, Material Vendors, Equipment and Fixture Suppliers, Agents and Employees, or otherwise in the performance of the Work called for by the aforesaid Contract and all modifications or extras or additions thereto, for the construction of said project or otherwise.
2. RELEASE and fully, finally, and forever discharge the Owner from any and all suits, actions, claims, and demands for payment for work performed or materials supplied by Subcontractor in accordance with the requirements of the above referenced Contract.
3. REPRESENT that all of their Employees, Subcontractors, Material Vendors, Equipment and Fixture Suppliers, and everyone else has been **paid in full** all sums due them, or any of them, in connection with performance of said Work, or anything done or omitted by them, or any of them in connection with the construction of said improvements, or otherwise.

DATED this day of , 20 .

NAME OF SUBCONTRACTOR

BY (TYPED OR PRINTED NAME)

SIGNATURE

TITLE

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STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
MBE/WBE/SDVE PROGRESS REPORT
 SUBMIT WITH ALL INVOICES: (PLEASE CHECK APPROPRIATE BOX BELOW)
CONSULTANT CONSTRUCTION

INVOICE NO.	PROJECT NUMBER
CHECK IF FINAL <input checked="" type="checkbox"/> FINAL	DATE

PROJECT TITLE
PROJECT LOCATION
FIRM
TOTAL CONTRACT AMOUNT \$

THE PERCENTAGE AND DOLLAR AMOUNT OF THIS PROJECT THAT ARE TO BE MBE/WBE/SDVE AS INDICATED IN THE ORIGINAL CONTRACT: % and \$.

CHECK MBE WBE SDVE	ITEM OF WORK	TOTAL AMOUNT OF SUBCONTRACT	\$ AMOUNT & % COMPLETE (PAID-TO-DATE)	CONSULTANT/SUBCONSULTANT OR CONTRACTOR/SUBCONTRACTOR/SUPPLIER NAME, ADDRESS, CONTACT, AND PHONE NUMBER
MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE <input type="checkbox"/>		\$	\$ %	- - -
MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE <input type="checkbox"/>		\$	\$ %	- - -
MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE <input type="checkbox"/>		\$	\$ %	- - -
MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE <input type="checkbox"/>		\$	\$ %	- - -
MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE <input type="checkbox"/>		\$	\$ %	- - -

Revised 09/12

ORIGINAL: Attach to ALL Progress and Final Payments

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STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
AFFIDAVIT - COMPLIANCE WITH PREVAILING WAGE LAW

PROJECT NUMBER _____

Before me, the undersigned Notary Public, in and for the County of _____
 State of _____ personally came and appeared _____
 (NAME)

_____ of the _____
 (POSITION) (NAME OF THE COMPANY)

(a corporation) (a partnership) (a proprietorship) and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works project have been fully satisfied and there has been no exception to the full and completed compliance with said provisions and requirements and with Wage Determination No: _____ issued by the Department of Labor and Industrial Relations, State of Missouri on the _____ day of _____ 20 _____ in carrying out the contract and working in connection with _____

Located at _____ in _____ County
 (NAME OF THE INSTITUTION)

Missouri, and completed on the _____ day of _____ 20 _____

SIGNATURE _____

NOTARY INFORMATION		
NOTARY PUBLIC EMBOSSEER OR BLACK INK RUBBER STAMP SEAL	STATE	COUNTY (OR CITY OF ST. LOUIS)
	SUBSCRIBED AND SWORN BEFORE ME, THIS	
	DAY OF	YEAR
	NOTARY PUBLIC SIGNATURE	MY COMMISSION EXPIRES
NOTARY PUBLIC NAME (TYPED OR PRINTED)		USE RUBBER STAMP IN CLEAR AREA BELOW

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SECTION 007300 - SUPPLEMENTARY CONDITIONS

1.0 GENERAL:

- A. These Supplementary General Conditions clarify, add, delete, or otherwise modify standard terms and conditions of DIVISION 0, BIDDING AND CONTRACTING REQUIREMENTS.

- B. Anything in this document to the contrary notwithstanding, wherever in this document the terms "Director" or "Director or his Designee" or "Facilities Management, Design and Construction" are used, they shall mean the Construction & Facilities Management Officer, Office of the Adjutant General, Department of Public Safety, State of Missouri. Further, wherever the term "Commissioner", "Division", or "Owner" are used they shall mean the Office of the Adjutant General, Department of Public Safety, State of Missouri.**

2.0 CONTACTS:

- Designer: {Contacts.DisplayName}
{Company.Name}
{Addresses.DisplayAddress}
Telephone: {Contacts.Tel}
Fax: {Contacts.Fax}
Email:
- Construction Representative: {Projects.Region}
Division of Facilities Management, Design and Construction
{BidPackages.Udf_ConstrAdminAddr}
Telephone: {BidPackages.Udf_CAPhoneNum}
Fax: {BidPackages.Udf_CAFaxNum}
Email:
- Project Manager: {Projects.Territory}
Division of Facilities Management, Design and Construction
301 West High Street, Room 730
PO Box 809
Jefferson City, Missouri 65102
Telephone: {BidPackages.BidLocationTel}
Fax: 573-751-7277
Email:
- Contract Specialist: {Projects.Country}
Division of Facilities Management, Design and Construction
Telephone: 573-522-XXXX
Fax: 573-751-7277
Email:

3.0 FURNISHING CONSTRUCTION DOCUMENTS:

- A. The Owner will furnish the Contractor with approximately {BidPackages.Udf_NumDrawings} complete sets of drawings and specifications at no charge.
- B. The Owner will furnish the Contractor with approximately {BidPackages.Udf_NumDrawings} sets of explanatory or change drawings at no charge.
- C. The Contractor may make copies of the documents as needed with no additional cost to the Owner.

4.0 **ILLEGAL IMMIGRATION REFORM AND IMMIGRANT RESPONSIBILITY ACT**

The Contractor understands and agrees that by signing a contract for this project, they certify the following:

- A. 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 Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- B. If the Contractor is found to be in violation of this requirement or the applicable laws of the 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.

- C. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

5.0 SAFETY REQUIREMENTS

Contractor and subcontractors at any tier shall comply with RSMo 292.675 and Article 1.3, E, of Section 007213, General Conditions.

6.0 INSURANCE REQUIREMENTS:

From SECTION 007213 - GENERAL CONDITIONS, Article 6.2, delete "Builders Risk or Installation Floater" insurance requirement.

7.0 ENVIRONMENTAL MANAGEMENT SYSTEM (eMS):

The Missouri National Guard (MONG) is required by Presidential Executive Order 13423 to establish an environmental management system (eMS). One of the key components of the eMS is the establishment of an Environmental Policy that must be communicated to all persons working for or on behalf of the organization including all suppliers and contractors. The policy stresses commitment to complying with accepted environmental requirements, legal and otherwise. The policy also dictates continued minimization of waste production and pollution while focusing on management of personnel, processes, real property, and materials in a manner to reduce environmental impacts. The entirety of this policy is available upon request to all parties by contacting the MOARNG Environmental Management Office.

8.0 OFF-SITE BORROW & SPOIL DEPOSIT SITES FOR FEDERALLY FUNDED PROJECTS:

- A. All Federally funded projects which involve off-site borrow and/or off-site spoil deposit sites will require written certification that the site(s) are in compliance with the National Environmental Protection Act and all related applicable Federal and State laws and regulations. If the need for off-site borrow and/or spoil sites is stipulated in the Contract Documents, the following applies:
- B. The Contractor is required to use only the designated site described in the Contract Documents. If another off-site area is proposed by the Contractor, the Contractor must provide written certification to the Division of Facilities Management, Design and Construction Project Representative that the proposed borrow or spoil site has been cleared of environmental concerns in accordance with all applicable Federal and State laws and regulations. These include but are not limited to the following: Clean Water Act; the Endangered Species Act; the National Historic Preservation Act (NHPA) (The site must have Section 106 Clearance); the Farmland Protection Act; Resource Conservation and Recovery Act; Comprehensive Environmental Response; Compensation and Liability Act; and RSMo Chapter 194, Section 194.400, Unmarked Human Burial Sites. Certifications shall include clearance letters and other evidence of coordination with the appropriate regulatory agencies. The Missouri Historic Preservation Office, PO Box 176 Jefferson City, MO 65102, may be contacted to provide assistance with the NHPA and cultural resource issues pertaining to the borrow and spoil site regulations. The Missouri State Historic Preservation Office can provide a list of qualified and certified archaeologists to assist in borrow and spoil site investigations.
- C. If project conditions require off-site borrow or off-site deposit of spoils, the Contractor will be required to provide written certification to the Division of Facilities Management, Design and Construction Project Representative that the proposed borrow or spoil site has been cleared of environmental concerns in accordance with all applicable Federal and State laws and regulations. These include but are not limited to the following: Clean Water Act; the Endangered Species Act; the National Historic Preservation Act (NHPA) (The site must have Section 106 Clearance); the Farmland Protection Act; Resource Conservation and Recovery Act; Comprehensive Environmental Response; Compensation and Liability Act; and RSMo Chapter 194, Section 194.400, Unmarked Human Burial Sites. Certifications shall include clearance letters and other evidence of coordination with the appropriate regulatory agencies. The Missouri Historic Preservation Office, PO Box 176 Jefferson City, MO 65102, may be contacted to provide assistance with the NHPA and cultural resource issues pertaining to the borrow and

spoil site regulations. The Missouri State Historic Preservation Office can provide a list of qualified and certified archaeologists to assist in borrow and spoil site investigations.

- D. The Owner recognizes that additional time (beyond what is allowed in the Construction Contract) may be required in order to secure the aforementioned certifications and approvals. Should more time be required, the Owner will consider approval of a no-cost time extension contract change. The Contractor will be required to provide documentation that substantiates the need for the time extension.

FOR LEAD AND ASBESTOS CERTIFICATIONS

9.0 PROPERTY OWNER ADDITIONAL INSURED

From SECTION 007213 - GENERAL CONDITIONS, Article 6.2, the property owner shall also be named as additionally insured. They are: (NAME PROVIDED BY PROJECT MANAGER)

LEAD AND ASBESTOS CERTIFICATION REQUIREMENTS:

From SECTION 007213 - GENERAL CONDITIONS, Article 5.4.H.2, ADD receipt of Certification from Contractor meeting the requirements set forth in SECTION 013513.16 - SITE SECURITY AND HEALTH REQUIREMENTS, 3.4., NO ASBESTOS AND NO LEAD CERTIFICATION.



SOLICITATION/OPPORTUNITY
(OPP) NO.:
RFPS30034901600585

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

ADDENDUM NO.: 01
 SOLICITATION/OPPORTUNITY (OPP) NO.: RFPS30034901600585
 TITLE: Document Management Services
 ISSUE DATE: July 12, 2016

REQ NO.: NR 300 22006000069
 BUYER: Jessica Andres
 PHONE NO.: (573) 751-1567
 E-MAIL: Jessica.Andres-@og.mo.gov

RETURN PROPOSAL NO LATER THAN: July 20, 2016 AT 2:00 PM CENTRAL TIME (END DATE)

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

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

RETURN PROPOSAL AND ADDENDUM(S) TO:

(U.S. Mail)
 PURCHASING
 PO BOX 809
 JEFFERSON CITY MO 65102-0809

or

(Courier Service)
 PURCHASING
 301 WEST HIGH STREET, ROOM 630
 JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: Effective Date of Contract through One (1) Year

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

Office of Administration
 Division of Facilities Management, Design & Construction
 301 West High Street, Room 730
 Jefferson City, MO 65101

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP addendums. The vendor should, as a matter of clarity and assurance, also sign and return all previously issued RFP addendum(s) and the original RFP document. The vendor agrees that the language of the original RFP as modified by this and any previously issued RFP addendums shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

SIGNATURE REQUIRED

VENDOR NAME	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
MAILING ADDRESS	
CITY, STATE, ZIP CODE	

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

ADDENDUM #01 to RFPS30034901600585

TITLE: Document Management Services

CONTRACT PERIOD: Effective Date of Contract through One (1) Year

PROSPECTIVE VENDORS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES AND CLARIFICATIONS:

1. The return proposal date has been revised from July 15, 2016 to July 20, 2016 at 2:00 p.m. Central time.
2. The following in RFPS30034901600587 contain changes:

Paragraph 2.2.1
Paragraph 2.2.1 d.
Paragraph 3.4.2 table
Pricing Page
Exhibit D Paragraph 1. b.

For vendors responding electronically to this solicitation, line item 34 has been added to the solicitation.

Vendors may review the revision(s) to the MissouriBUYS electronic solicitation at <https://MissouriBUYS.mo.gov>. Please follow these steps to conduct a comparison to review the electronic solicitation revision(s):

1. Log into MissouriBUYS.
2. Select the **Solicitations** tab.
3. Select **View Current Solicitations**.
4. Select **My List** (if you have previously reviewed/responded to this solicitation); Select **Other Active Opportunities** (if you have not previously reviewed/responded to this solicitation).
5. Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
6. From the **Overview** page, under **Solicitation History** information, select **Previous Version** from the dropdown box.
7. Choose the solicitation version you desire to compare to the addendum.
8. Click **Show Version Comparison** (revisions will be in yellow highlight).



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

SOLICITATION/OPPORTUNITY (OPP) NO.: RFPS30034901600585
 TITLE: Document Management Services
 ISSUE DATE: June 17, 2016

REQ NO.: NR 300 22006000069
 BUYER: Jessica Andres
 PHONE NO.: (573) 751-1567
 E-MAIL: Jessica.Andres@oa.mo.gov

RETURN PROPOSAL DATE REVISED VIA ADDENDUM #01

RETURN PROPOSAL NO LATER THAN: July 20, 2016 AT 2:00 PM CENTRAL TIME (END DATE)

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

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

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

CONTRACT PERIOD: Effective Date of Contract through One (1) Year

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

Office of Administration
 Division of Facilities Management, Design & Construction
 301 West High Street, Room 730
 Jefferson City, MO 65101

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 10/19/15). The vendor further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

SIGNATURE REQUIRED

VENDOR NAME	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
MAILING ADDRESS	
CITY, STATE, ZIP CODE	

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)	
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

Instructions for Submitting a Solicitation Response

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

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

- **ELECTRONIC RESPONSES:** To respond electronically to a solicitation, the vendor must first register with MissouriBUYS by going to the MissouriBUYS Home Page (<https://missouribuys.mo.gov>), clicking the "Register" button at the top of the page, and completing the Vendor Registration. Once registered the vendor accesses their account by clicking the "Login" button at the top of the MissouriBUYS Home Page. After locating the desired solicitation on the Bid Board, at a minimum, the vendor must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the vendor should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Vendors should upload their completed response to these downloaded documents (including exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are available on the MissouriBUYS system at: https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf. Any such electronic submissions must be received prior to the specified end date and time.
 - Vendors are encouraged to submit their entire proposal electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic solicitation response, a vendor may submit the exhibits, forms, pricing, etc. through mail or courier service. However, any such submission must be received prior to the solicitation's specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents submitted through mail or courier service.
 - In the event a registered vendor electronically submits a solicitation response and also mails hard copy documents that are not identical, the vendor should explain which response is valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate and award the response which serves its best interest.
- **HARD COPY RESPONSES:** When responding with a hard copy response, any such submission must be received prior to the specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.

End of Instructions for Submitting Solicitation Response

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of document management services as set forth herein.

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

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Proposal Submission Information
- 4) Pricing Page(s)
- 5) Exhibits A - H
- 6) Terms and Conditions
- 7) Attachment 1: The vendor is advised that an attachment exists to this document which provides additional information and instruction. This attachment is a separate link that must be downloaded from the MissouriBUYS Statewide eProcurement System at: <https://missouribuys.mo.gov/bidboard.html>. It shall be the sole responsibility of the vendor to obtain the attachment. The vendor shall not be relieved of any responsibility for performance under the contract due to the failure of the vendor to obtain a copy of the attachment.

1.1.3 Sample – The vendor is advised that a set of drawings and specifications are available as a sample of the state agency’s bid documents. The sample is available by contacting the buyer of record as indicated on the cover page of this document. It shall be the sole responsibility of the vendor to request the sample bid document. The vendor shall not be relieved of any responsibility for performance under the contract due to the failure of the vendor to obtain a copy of the sample bid document. The sample is for format use only. The vendor should print and submit one (1) copy of the bid document from the sample bid document. Refer to Exhibit D of this document for additional information.

1.2 Background Information:

1.2.1 The Division of Facilities Management, Design and Construction manages real estate, leasing, and building ownership portfolios for over 32,000,000 square feet of state owned, state leased, or state operated buildings and facilities statewide. Within this capacity, the Division of Facilities Management, Design and Construction handles the execution of over three hundred (300) Capital Improvement Projects per year. These Capital Improvement Projects consist of construction, renovation, or maintenance/repair projects that replace, expand, add to the value of, or prolong the life of the property, facility, or equipment.

1.2.2 The current contract for document management services expires August 31, 2016. The contract number is: C311091001

a. Viewing the Contract - A copy of the contract can be viewed and printed from the Division of Purchasing’s Awarded Bid & Contract Document Search System located on the Internet at: <http://oa.mo.gov/purchasing> . In addition, all proposal and evaluation documentation leading to the award of that contract may also be viewed and printed from the Division of Purchasing’s Awarded Bid & Contract Document Search System. Please reference the Bid number B3Z11091 or the contract number shown above when searching for these documents.

b. State Expenditures – The Missouri Accountability Portal (MAP) located on the internet at: <http://mapyourtaxes.mo.gov/MAP/Expenditures/> provides financial data related to the purchase of the services under the contract. Be sure to read the information provided in the links to “Site

Information” and “Disclaimer”. Then search by the contract number shown above when searching for the financial information.

- 1.2.3 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall provide document management services including, but not limited to, bid document printing and distribution/delivery, in addition to bid document deposit collection and return services for the Office of Administration, Division of Facilities Management, Design & Construction (hereinafter referred to as "state agency"), in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.
- 2.1.2 Within five (5) business days from the date the state agency authorizes the contractor to proceed with services, the contractor shall:
- a. Contact the state agency in order to obtain the name, address, email address, and telephone number of the designated state agency contact.
 - b. Provide the state agency with the name, address, email address, and telephone number of the contractor's representative who will service the contract.
- 2.1.3 Due to the time-sensitive nature of the state agency's bid documents, the contractor must have an office with full printing capabilities located within a forty (40) mile radius of Jefferson City. The contractor must respond to the state agency within the timeframe specified by the state agency, sometimes as quickly as one (1) hour.
- 2.1.4 The contractor must be able to begin providing services within thirty (30) calendar days after contract award.
- 2.1.5 Unless otherwise specified herein or unless specific days or times are approved by the state agency, the contractor shall be available to provide services fifty-two (52) calendar weeks per year, Monday through Friday, during the hours of 8:00 a.m. and 5:00 p.m., excluding state holidays, and shall accommodate turn-around times stated by the state agency regardless of the day of the week the request is received.
- a. A listing of state holidays is available at: <http://oa.mo.gov/commissioner/state-holidays>.
- 2.1.6 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.2 Document Receipt, Printing, Scanning, and Binding Requirements:

PARAGRAPH REVISED VIA ADDENDUM #01

- 2.2.1 At the state agency's discretion, the state agency will provide the contractor the bid documents for construction projects in hard copy or electronic format or the contractor shall collect hard copy bid documents for construction projects from the state agency at 301 West High Street, Room 730, Jefferson City, Missouri.
- a. The contractor shall agree and understand that the state agency bid documents may include, but are not limited to, specifications, drawings, photographs, and addenda.
 - b. The state agency will provide instructions to the contractor regarding the printing, scanning, and binding of the state agency bid documents. The state agency will also provide instructions regarding the quantity of sets of state agency bid documents anticipated.
 - c. The state agency will provide a list of the plan rooms and other locations to which the contractor shall deliver a set of state agency bid documents.

PARAGRAPH ADDED VIA ADDENDUM #01

- d. The contractor shall provide a secure web-based portal for receiving large sized electronic files of the bid documents in PDF format from the state agency. The contractor will receive electronic bid documents for construction projects in PDF format from the state agency via email or through the secure web-based portal.
- 2.2.2 The contractor shall print, scan, and bind the state agency bid document in accordance with the following and pursuant to the state agency's instructions:
- a. Print single-sided large format bid documents of twelve inches by eighteen inches (12" x 18") through thirty-six inches by forty-eight inches (36" x 48") in black and white, grayscale, and four (4) color.
 - b. Print single-sided and double-sided small format bid documents of eight and a half inches by eleven inches (8 1/2" x 11") in black and white, grayscale, and four (4) color.
 - c. Print single-sided small format bid documents of eleven inches by seventeen inches (11" x 17") in black and white, grayscale, and four (4) color.
 - d. Paper stock for black and white and grayscale bid documents must be no less than twenty pound (20#) bond. The paper stock for color bid documents must be no less than twenty-four pound (24#) bond.
 - e. Provide digital printing of specifications at three hundred (300) dpi.
 - f. Provide digital printing of drawings between four hundred (400) and six hundred (600) dpi.
 - g. Print full and half size drawings in the following sizes: eighteen inches by twenty-four inches (18" x 24"), twenty-four inches by thirty-six inches (24" x 36"), thirty inches by forty-two inches (30" x 42"), and thirty-six inches by forty-eight inches (36" x 48").
 - h. Provide color and graphical printing of drawings.
 - i. Provide color and graphical printing of specifications.
 - j. Provide color printing of photographs on photo quality paper. The quality of paper must be Xerox one hundred pound (100#) gloss text or equivalent.
 - k. Mount and laminate large format prints on three-sixteenths (3/16) Gatorboard® or equivalent foam board.
 - l. Scan drawings, specifications, and other documents in full and half sizes, including the following sizes: eighteen inches by twenty-four inches (18" x 24"), twenty-four inches by thirty-six inches (24" x 36"), thirty inches by forty-two inches (30" x 42"), and thirty-six inches by forty-eight inches (36" x 48").
 - m. Burn bid documents onto a CD-ROM for distribution/delivery or storage.
 - n. Bind drawings by stapling and by applying a binding strip.
 - o. Bind the specifications into a book with a printed card stock cover and plastic binding combs or coil binding. Card stock must be no less than sixty-five pound (65#) and available in a variety of colors including, but not limited to: light blue, medium blue, ivory, green, red, yellow, tan, orange, and white.

- 1) The contractor shall individually package a specification book, drawings, prints, and photographs as a bid document set for distribution/delivery.

2.3 Bid Document Distribution/Delivery Requirements:

- 2.3.1 The contractor shall receive requests from potential vendors for a copy of bid documents. Prior to providing a bid document to a potential vendor, the contractor shall collect a bid document deposit from each potential vendor for each set of bid documents requested.
 - a. The contractor shall ensure the bid document deposits are made by check, payable to the contractor.
 - b. The state agency will determine the bid document deposit amount and will communicate the bid document deposit amount information to the contractor upon issuance of the bid.
 - c. As determined by the state agency, the bid document deposit for larger construction projects may only be fifty percent (50%) refundable. In the event of such, the contractor shall be responsible for the collection of two (2) checks from the potential vendor: one (1) refundable and one (1) non-refundable.
- 2.3.2 Following the receipt of the bid document deposit, the contractor shall distribute/deliver the bid documents in accordance with the following:
 - a. The contractor shall hand-deliver bid documents and other requested reproduction to potential vendors within a forty (40) mile radius of Jefferson City. Unless otherwise specified by the potential vendor, the contractor shall distribute the bid documents to all other potential vendors via the United States Postal Service (USPS).
 - b. Upon request by a potential vendor, the contractor shall distribute the bid document via Federal Express, United Parcel Service (UPS), or a similar delivery service. The potential vendor shall be responsible for all costs associated with such delivery service.
 - c. Upon request by a potential vendor, the contractor shall provide the bid document on a CD-ROM.
 - d. For the initial twenty-five (25) sets of bid documents requested from potential vendors, the contractor shall distribute/deliver the bid documents to potential vendors within twenty-four (24) hours of receipt of the bid document deposit from potential vendors.
 - e. For additional sets of bid documents beyond the initial twenty-five (25) sets requested from potential vendors, the contractor shall distribute/deliver the bid documents to potential vendors within forty-eight (48) hours of receipt of the bid document deposit from potential vendors.
- 2.3.3 The contractor shall provide the potential vendors with either full or partial sets of the bid documents, as requested by potential vendors.
- 2.3.4 The contractor shall provide each potential vendor with a printed, self-adhesive bid envelope label for each set of bid documents distributed/delivered. The bid envelope label should be in a format similar to what is provided as Attachment 1. The contractor shall obtain the state agency's approval for any variation of the bid envelope label format from what is shown on Attachment 1.
- 2.3.5 The contractor must provide adequate security for all documents connected to sensitive construction projects, as determined by the state agency.
- 2.3.6 Within twenty-four (24) hours of the contractor's receipt from the state agency of an addendum to a bid document, the contractor shall distribute/deliver the addendum to all plan holders who received the bid document, including potential vendors, plan rooms, and other locations.

- a. The contractor shall send an addendum with drawings by next day delivery using Federal Express, UPS, or a similar delivery service. The contractor shall require signature verification in order to confirm receipt of the addendum.
 - b. The contractor shall send an addendum without drawings to plan holders via electronic mail. Upon request by the state agency, the contractor shall send a report verifying the date and time of the receipt of the addendum.
 - 1) The contractor shall send an addendum to plan holders that cannot be reached via electronic mail using a method identified as appropriate by the state agency, such as next day delivery service. The contractor shall require signature verification in order to confirm receipt of the addendum.
- 2.3.7 The contractor shall distribute/deliver sets of bid documents to plan rooms identified by the state agency upon creation of the bid documents. The contractor shall hand deliver bid documents and other requested reproduction to plan rooms within a forty (40) mile radius of Jefferson City. The contractor shall distribute the bid documents to plan rooms outside the forty (40) mile radius of Jefferson City with next day delivery service.
- 2.3.8 If the contractor has facilities in locations in addition to the Jefferson City area, the contractor may distribute bid documents from such location and/or potential vendors may pick up the bid documents from such location.
- 2.3.9 By no later than 10:00 a.m. on the day of a construction project bid opening as indicated on the bid documents, the contractor shall provide the state agency with one (1) set of self-adhesive labels printed with the plan holders' names and addresses.
- 2.4 Construction Project Database and Website Requirements:**
- 2.4.1 The contractor must host a website specific to the state agency's construction projects. A visitor to the state agency's website must be able to link directly to the contractor's website. The contractor's website must be in a format that is easily opened and swiftly downloaded by any visitor to the state agency's website, including those using dial-up internet services.
- 2.4.2 The contractor shall post all bid documents on the contractor's website. The contractor's website shall:
- a. Be available twenty-four (24) hours a day, seven (7) days a week.
 - b. Allow for the viewing of the bid documents.
 - c. Not allow for the printing of the bid documents.
- 2.4.3 For each construction project, the contractor shall track the distribution/delivery of bid document sets to plan holders and shall maintain an online plan holders list, including company contact person and information, and if the company will be bidding as a general contractor, subcontractor, or supplier.
- a. The contractor's website shall allow for the viewing and printing of the plan holders list.
 - b. Upon request by any individual who does not have access to the website or cannot download the plan holders list, the contractor must immediately fax the most current plan holders list for a particular construction project.

- 2.4.4 The contractor shall provide project distribution/delivery information on the contractor's website. The project distribution/delivery information shall provide potential vendors with information on how to obtain bid documents.
- 2.4.5 The contractor must also maintain a construction project database on the contractor's website which shall include pertinent information about all current and past construction projects including the construction project name and number, the bid opening date, the construction project status, the addendum issued and date(s) issued, the plan holder's name(s), address(es), phone number(s), and facsimile number(s), the type of document (e.g. plans, specifications, addendum, and CD-ROM) and the number of bid document sets distributed/delivered, the date the bid documents were returned to the contractor, and the bid status of the plan holder in relation to the construction project.
- a. The contractor shall maintain the construction project database throughout the term of the contract.
 - b. Upon expiration of the contract, the contractor shall turn over the database in PDF format to the state agency.
- 2.4.6 The contractor shall store all bid documents in an archive system.
- a. Upon request by the state agency, the contractor shall print or copy to a CD-ROM any bid documents that have been archived.
 - b. The contractor shall maintain the archive system throughout the term of the contract.
 - c. The contractor shall turn over all files maintained in the archive system to the state agency upon expiration, termination, or cancellation of the contract, as requested by the state agency.
- 2.4.7 The contractor shall provide a file transfer protocol and secure file transfer site from a link on the state agency's website. The contractor's file transfer protocol and secure file transfer site will provide for the communication and transferring of large document files between the state agency and the state agency's design consultants.
- 2.4.8 Accessibility Compliance: Section 191.863 of the Revised Statutes of Missouri (RSMo) requires state agencies to make information technologies accessible to individuals with disabilities. The State of Missouri's Information Technology (IT) Accessibility Standards (<https://oa.mo.gov/itsd/it-governance/enterprise-architecture/it-accessibility-standards>) provide direction for complying with RSMo 191.863. All systems/applications developed and/or customized by the contractor shall comply with the applicable accessibility requirements of the Missouri IT Accessibility Standards.
- a. The contractor shall promptly respond to any complaint brought to the contractor's attention regarding accessibility of the systems/applications developed and/or customized by the contractor and shall resolve such complaints by bringing the systems/applications into compliance with the applicable Missouri IT Accessibility Standards at no additional cost to the State. The contractor shall indemnify and hold harmless the State of Missouri and any Missouri government entity purchasing the systems/applications developed and/or customized by the contractor from any claim arising out of the contractor's failure to comply with the aforementioned requirements.

2.5 Bid Document Deposit Return Requirements:

- 2.5.1 The contractor shall require potential vendors who received the bid documents to return the bid documents to the contractor within fifteen (15) business days of the construction project bid opening.
- a. Upon the contractor's receipt of the bid documents in an undamaged condition, as determined by the contractor, the contractor shall return the bid document deposit to the potential vendor via direct deposit or check.

- b. For larger construction projects in which the bid document deposit was submitted as two (2) checks from the potential vendor, the contractor shall return fifty percent (50%) of the total bid document deposit if the bid document was returned in an undamaged condition, as determined by the contractor, via direct deposit or check.
 - c. If the bid documents are not returned or are returned damaged, as determined by the contractor, the contractor shall not return the bid document deposit. The contractor's decision shall be final and without recourse.
- 2.5.2 On a monthly basis, the contractor shall provide the state agency with a bid document deposit summary report that includes the following information:
- a. Company's name, address, telephone number, and facsimile number.
 - b. Number and type of bid documents received.
 - c. Bid document deposit check number(s).
 - d. Bid document deposit amount collected.
 - e. Number of bid documents that were not returned after fifteen (15) business days of the construction project bid opening date.
 - f. Number of bid documents returned after fifteen (15) business days of the project bid opening date and the number of bid documents returned damaged.
- 2.5.3 The contractor shall give the returned bid documents to the vendor awarded the construction project, as identified by the state agency. The contractor shall recycle or destroy any bid documents that the winning vendor does not want.

2.6 Additional Requirements:

- 2.6.1 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the state agency.
- a. The contractor shall make all such records, books, and other documents relevant to the contract available to the state agency and its designees and the Missouri State Auditor in a format acceptable to the state agency at all reasonable times during the term of the contract.
 - b. The contractor shall retain all such records according to the state agency's retention period or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, investigation, or other actions involving the records has been started before the expiration of the retention period, the contractor shall retain such records until completion of such action and resolution of all issues that arise from it.
 - c. The contractor shall permit the state agency, governmental auditors and authorized representatives of the State of Missouri to audit or examine, copy, or investigate any of the contractor's records, procedures, books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the contractor. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented. Any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the contractor. However, the contractor may contest any such exception by any legal procedure the

contractor deems appropriate. The state agency will pay the contractor all amounts which the contractor may ultimately be held entitled to receive as a result of any such legal action.

2.7 Invoicing and Payment Requirements:

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

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

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

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

2.7.2 Invoicing – Within thirty (30) business days after the state agency's issuance of the Project Intent to Award, the contractor shall submit an itemized invoice to the state agency for the specific construction project. The contractor's invoice shall include the following:

a. The number of bid documents distributed/delivered.

b. A page breakdown of the bid document, indicating the number of pages of each format size and the number of pages of each such format size that are black and white, grayscale, and color, and further itemized by the number of pages that are single-sided and the number of pages that are double-sided.

c. Indicate if the bid document was identified by the state agency as a sensitive construction project.

d. Identify the binding, card stock cover, and mounting and laminated, if any, of the bid document.

e. Identify the number of bid documents distributed/delivered on a CD-ROM.

f. Identify any costs for next day delivery services incurred as a result of the state agency's specific request for such service. The contractor shall attach a copy of the receipts for such costs to the invoice. The contractor shall be reimbursed for such costs.

g. Reflect a credit equal to the total amount of the bid document deposits retained as a result of bid documents not returned within fifteen (15) business days after the project bid opening date and the bid documents returned damaged.

2.7.3 The contractor shall attach document request forms, work orders for original printing, and reprint orders to the invoice.

2.7.4 If the contractor printed or copied to a CD-ROM any bid documents that have been archived, the contractor shall provide a separate monthly invoice to the state agency detailing such services.

2.7.5 Payments – Upon the state agency's approval of the services and invoices submitted by the contractor, the state agency shall pay the contractor in accordance with the prices stated on the Pricing Page.

2.7.6 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, etc.

2.8 Other Contractual Requirements:

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

rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

2.8.4 Termination - The Division of Purchasing reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Division of Purchasing, become the property of the State of Missouri. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.8.5 Transition:

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

b. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency. If requested by the state agency, the contractor shall provide and/or perform any or all of the following responsibilities:

1) The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the state agency.

2) The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to ensure the completion of such service prior to the expiration of the contract.

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

a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

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

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

2.8.7 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result

of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.

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

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

- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. 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.
- d. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:
 - 1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
 - 2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

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

- a. The contractor shall prepare and submit to the Division of Purchasing a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops, SDVEs, and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing.
- b. The Division of Purchasing will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's

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

- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded proposal.
 - 1) The contractor must obtain the written approval of the Division of Purchasing for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing detailing all efforts made to secure a replacement. The Division of Purchasing shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- d. No later than thirty (30) calendar days after the effective date of the first renewal period, the contractor must submit an affidavit to the Division of Purchasing. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing's website at <http://oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.

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

2.8.11 Authorized Personnel:

- a. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. 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.
- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

- d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - 2) Provide to the Division of Purchasing the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - 3) Submit to the Division of Purchasing a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
 - e. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.
- 2.8.12 Contractor Status - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.8.13 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing throughout the effective period of the contract.
- 2.8.14 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.
- 2.8.15 Confidentiality:
- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
 - b. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

3. PROPOSAL SUBMISSION INFORMATION

3.1 Submission of Proposals:

- 3.1.1 On-line Proposal - If a registered vendor is responding electronically through the MissouriBUYS System website, in addition to completing the on-line pricing, the registered vendor should submit completed exhibits, forms, and other information concerning the proposal as an attachment to the electronic proposal. The registered vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS System website at: <https://missouribuy.mo.gov/bidboard.html>.
- a. The exhibits, forms, and Pricing Pages provided herein can be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the MissouriBUYS System website. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any electronic attachments.
 - b. In addition, a registered vendor may submit the exhibits, forms, Pricing Pages, etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.
 - c. If a registered vendor submits an electronic and hard copy proposal response and if such responses are not identical, the vendor should explain which response is valid. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest.
- 3.1.2 Hard Copy Proposal - If the vendor is submitting a proposal via the mail or a courier service or is hand delivering the proposal, the vendor should include completed exhibits, forms, and other information concerning the proposal (including completed Pricing Page(s) with the proposal. The vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.
- a. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the vendor is requested to print the proposal double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted in a notebook or binder.
 - b. The vendor should include one (1) additional copy along with their original proposal. The front cover of the original proposal should be labeled "original" and the front cover of the copy should be labeled "copy". In case of a discrepancy between the original proposal and the copies, the original proposal shall govern.
- 3.1.3 Open Records - Pursuant to section 610.021, RSMo, the vendor's proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Division of Purchasing imaging system.
- a. The scanned information will be available for viewing through the Internet from the Division of Purchasing Awarded Bid & Contract Document Search system. Therefore, the vendor is advised not to include any information in the proposal that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers.

- b. In preparing a proposal, the vendor should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.
- 3.1.4 To facilitate the evaluation process, the vendor is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The vendor is cautioned that it is the vendor's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The vendor's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- a. The proposal should be page numbered.
 - b. The signed page one from the original RFP and all signed addendums should be placed at the beginning of the proposal.
 - c. Each section should be titled with each individual evaluation category and all material related to that category should be included therein.
- 3.1.5 Questions Regarding the RFP – Except as may be otherwise stated herein, the vendor and the vendor's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact the buyer.
- a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9816.
 - b. Only those questions which necessitate a change to the RFP will be addressed via an addendum to the RFP. Written records of the questions and answers will not be maintained. Vendors are advised that any questions received less than ten (10) calendar days prior to the RFP opening date may not be addressed.
 - c. The vendor may contact the Office of Equal Opportunity (OEO) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.
- 3.2 Competitive Negotiation of Proposals -** The vendor is advised that under the provisions of this Request for Proposal, the Division of Purchasing reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
- 3.2.1 Negotiations may be conducted in person, in writing, or by telephone.
 - 3.2.2 Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All vendors involved in the negotiation process will be invited to submit a best and final offer.
 - 3.2.3 Terms, conditions, prices, methodology, or other features of the vendor's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the vendor may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

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

3.3 Evaluation and Award Process:

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

Evaluation Criteria/Scoring Category	Maximum Points
Cost	100 points
Vendor's Experience and Reliability and Expertise of Personnel	35 points
Method of Performance	55 points
MBE/WBE Participation	10 points
TOTAL	200 points

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

3.4 Evaluation of Cost:

3.4.1 Pricing – The vendor must provide pricing for all line items as required on the Pricing Page.

3.4.2 Objective Evaluation of Cost – The cost evaluation shall be based on a total cost determined using the annual quantities provided below and the prices stated on the Pricing Pages.

TABLE REVISED VIA ADDENDUM #01

Description	Annual Quantity
Printing of Large Format Bid Documents: 12" x 18" through 36" x 48"	
Single-Sided, Black and White	1,000,000 square feet
Single-Sided, Grayscale	50 square feet.
Single-Sided, Four (4) Color	30 square feet
Printing of Small Format Bid Documents: 8 1/2" x 11"	
Single-Sided, Black and White	120,000 pages
Single-Sided, Grayscale	2,000 pages
Single-Sided, Four (4) Color	1,000 pages
Double-Sided, Black and White	1,000,000 pages
Double-Sided, Grayscale	500 pages
Double-Sided, Four (4) Color	500 pages
Printing of Small Format Bid Documents: 11" x 17"	
Single-Sided, Black and White	300 pages
Single-Sided, Grayscale	150 pages
Single-Sided, Four (4) Color	100 pages
Printing of Secure Documents	
Large Format, Black and White	700 square feet
Large Format, Grayscale	50 square feet
Large Format, Four (4) Color	30 square feet
Small Format 8 1/2" x 11" Single-Sided, Black and White	40 pages
Small Format 8 1/2" x 11" Single-Sided, Grayscale	25 pages

<i>Description</i>	<i>Annual Quantity</i>
Small Format 8 1/2" x 11" Single-Sided, Four (4) Color	10 pages
Small Format 8 1/2" x 11" Double-Sided, Black and White	750 pages
Small Format 8 1/2" x 11" Double-Sided, Grayscale	20 pages
Small Format 8 1/2" x 11" Double-Sided, Four (4) Color	15 pages
Small Format 11" x 17" Single-Sided, Black and White	10 pages
Small Format 11" x 17" Single-Sided, Grayscale	10 pages
Small Format 11" x 17" Single-Sided, Four (4) Color	5 pages
Binding	
Bind Drawings	500 bindings
Bind Specifications – Plastic Bind Comb	900 each
Bind Specifications – Plastic Coil Binding	100 each
Printed Card Stock Cover, 8 1/2" x 11"	2,500 pages
Mounting on 3/16" Foam Board	60 square feet
Three (3) Mil Laminating on Foam Board	60 square feet
File Retrieval and Printing/Copying from Archive System	
File Retrieval and Copy to CD-ROM	150 each
File Retrieval and Printing (Drawing Sheet)	500 sheets
File Retrieval and Printing (Document Pages)	10,000 pages
ANNUAL QUANTITY ADDED VIA ADDENDUM #01	
Distribution/Delivery or Storage of Bid Documents	
Copy of bid documents to CD-ROM	250 each

- a. The evaluation of cost will include the original contract period and any potential renewal periods.
- b. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}} \times \frac{\text{Maximum Cost Evaluation points (100)}}{\text{Evaluation points (100)}} = \text{Assigned Cost Points}$$

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

3.5 Evaluation of Vendor's Experience, Reliability, and Expertise of Personnel:

- 3.5.1 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 experience in past performances, especially those performances related to the requirements of this RFP. If the vendor is proposing an entity other than the vendor to perform the required services, the vendor should also submit the information requested for such proposed subcontractor.
- 3.5.2 Vendor Information - The vendor should provide information about the vendor's organization on Exhibit A.
- 3.5.3 Experience - The vendor should provide information related to previous and current services/contracts of the vendor or any proposed subcontractor where performance was similar to the required services of this RFP. The information may be shown on Exhibit B or in a similar manner.

- a. As part of the evaluation process, the State of Missouri may contact the vendor's references, including references not listed or identified within the vendor's proposal but who have current or previous experiences with the vendor.
 - b. The vendor shall agree and understand that the State of Missouri is not obligated to contact the vendor's references.
- 3.5.4 Personnel Expertise - The vendor should provide the information requested on Exhibit C for each key person proposed to provide the services required herein.
- a. The information provided should be structured to emphasize relevant qualifications and experience of the personnel in completing contracts/performing services of a similar size and scope to the requirements of this RFP.
 - b. The information submitted should clearly identify previous experience of the person in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and whether the person is proposed for the same services for the State of Missouri.
- 3.5.5 Personnel Qualifications - If personnel are not yet hired, the vendor should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

3.6 Evaluation of Method of Performance:

- 3.6.1 Proposals will be subjectively evaluated based on the vendor's plan for performing the requirements of the RFP. Therefore, the vendor should present information which demonstrates the method or manner in which the vendor proposes to satisfy these requirements and which confirms the vendor's ability to satisfy the requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 3.6.2 Description of Proposed Services – Exhibit D is provided for the vendor's use in providing information about the proposed method of performance. In addition, each paragraph within the Contractual Requirements should be addressed by providing a description of how the vendor proposes to perform or comply with the requirement and otherwise detailing the vendor's understanding and ability to successfully perform the requirement. When responding to the appropriate provisions in the Contractual Requirements, the vendor should identify the paragraph or subparagraph number and then provide the additional elaboration describing the vendor's plans for performing or meeting the requirement.

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

- 3.7.1 In order for the Division of Purchasing (Purchasing) to meet the provisions of Executive Order 05-30, the vendor should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.
- a. These targets can be met by a qualified MBE/WBE vendor themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
 - b. The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by

MBE/WBEs is utilized, to any extent, in the vendor’s obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

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

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

- a. If Participation Meets Target: Vendors proposing MBE and WBE participation percentages that meet the State of Missouri’s target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.
- b. If Participation Exceeds Target: Vendors proposing MBE and WBE participation percentages that exceed the State of Missouri’s target participation shall be assigned the same MBE/WBE Participation evaluation points as those meeting the State of Missouri’s target participation percentages stated above.
- c. If Participation Below Target: Vendors proposing MBE and WBE participation percentages that are lower than the State of Missouri’s target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.
- d. If No Participation: Vendors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.

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

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

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

- a. Participation Commitment - If the vendor is proposing MBE/WBE participation, the vendor must complete Exhibit E, Participation Commitment, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the vendor submitting the proposal is a qualified MBE and/or WBE, the vendor must include the vendor in the appropriate table on the Participation Commitment Form.
- b. Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit F, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO). If the vendor submitting the proposal is a qualified MBE and/or WBE, the vendor is not required to complete Exhibit F, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

- 3.7.5 **Commitment** – If the vendor’s proposal is awarded, the percentage level of MBE/WBE participation committed to by the vendor on Exhibit E, Participation Commitment, shall be interpreted as a contractual requirement.
- 3.7.6 **Definition -- Qualified MBE/WBE:**
- a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.
 - b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
 - c. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.
- 3.7.7 **Resources** - A listing of several resources that are available to assist vendors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Equal Opportunity (OEO) at:

Office of Administration, Office of Equal Opportunity (OEO)
Harry S Truman Bldg., Room 630, P.O. Box 809, Jefferson City, MO 65102-0809
Phone: (877) 259-2963 or (573) 751-8130
Fax: (573) 522-8078
Web site: <http://o eo.mo.gov>

3.8 Miscellaneous Submittal Information:

- 3.8.1 **Organizations for the Blind and Sheltered Workshop Preference** - Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.
- a. In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:
 - 1) The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
 - 2) The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the vendor’s obligations outside of the

contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

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

- Participation Commitment - The vendor must complete Exhibit E, Participation Commitment, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the vendor submitting the proposal is an organization for the blind or sheltered workshop, the vendor must be listed in the appropriate table on the Participation Commitment Form.
- Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit F, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

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

- b. A list of Missouri sheltered workshops can be found at the following Internet address:

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

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

<http://www.lhbindustries.com>

<http://www.alphapointe.org>

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

3.8.2 Service-Disabled Veteran Business Enterprises (SDVEs) – Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing (Purchasing) has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs). A three (3) point bonus preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified SDVE.

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

- 1) The vendor must either be an SDVE or must be proposing to utilize an SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
- 2) The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner

that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE are utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

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

- Participation Commitment - The vendor must complete Exhibit E, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the vendor submitting the proposal is a qualified SDVE, the vendor must be listed in the appropriate table on the Participation Commitment Form.
- Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit F, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the SDVE or a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) must include the SDV Documents described below as evidence that the SDVE is qualified, as defined herein.
- Service-Disabled Veteran (SDV) Documents - If a participating organization is an SDVE, unless previously submitted within the past five (5) years to the Purchasing, the vendor must provide the following Service-Disabled Veteran (SDV) documents:
 - ✓ a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); and
 - ✓ a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

NOTE:

- a) If the vendor submitting the proposal is a qualified SDVE, the vendor must include the SDV Documents as evidence that the vendor qualifies as an SDVE. However, the vendor is not required to complete Exhibit F, Documentation of Intent to Participate Form or provide a recently dated letter of intent.
 - b) If the SDVE and SDV are listed on the following Internet address, the vendor is not required to provide the SDV Documents listed above.
<http://oa.mo.gov/sites/default/files/sdvelisting.pdf>
- b. Commitment – If awarded a contract, the SDVE participation committed to by the vendor on Exhibit E, Participation Commitment, shall be interpreted as a contractual requirement.
- c. Definition - Qualified SDVE:
- 1) SDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
 - 2) SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;
 - 3) SDVE has the management and daily business operations controlled by one (1) or more SDVs;

- 4) SDVE has a copy of the SDV's award letter from the 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.
- 3.8.3 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the vendor meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the vendor must affirm the vendor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The vendor should complete applicable portions of Exhibit G, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit G must be submitted prior to an award of a contract.
- 3.8.4 The vendor should complete and submit Exhibit H, Miscellaneous Information.
- 3.8.5 Business Compliance - The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any addendum signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include, but not necessarily be limited to:
- a. Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
 - b. Certificate of authority to transact business/certificate of good standing (if applicable)
 - c. Taxes (e.g., city/county/state/federal)
 - d. State and local certifications (e.g., professions/occupations/activities)
 - e. Licenses and permits (e.g., city/county license, sales permits)
 - f. Insurance (e.g., worker's compensation/unemployment compensation)

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

4. PRICING PAGE

PRICING PAGE REVISED VIA ADDENDUM #01.

4.1 Document Management Services - The vendor shall provide a price for each of the following for providing the services required herein in accordance with the provisions and requirements of this RFP. The vendor shall provide firm, fixed prices for the original contract period and maximum prices for each renewal period. All costs associated with providing the required services, excluding next day delivery fees, shall be included in the stated prices. (UNSPSC Code: 82121503)

Line Item	Description	Original Contract Period <i>Firm, Fixed Price</i>	First Renewal Period <i>Maximum Price</i>	Second Renewal Period <i>Maximum Price</i>	Third Renewal Period <i>Maximum Price</i>	Fourth Renewal Period <i>Maximum Price</i>
Printing of Large Format Bid Documents: 12" x 18" through 36" x 48"						
1	Single-Sided, Black and White	\$ _____ Per Square Foot	\$ _____ Per Square Foot	\$ _____ Per Square Foot	\$ _____ Per Square Foot	\$ _____ Per Square Foot
2	Single-Sided, Grayscale	\$ _____ Per Square Foot	\$ _____ Per Square Foot	\$ _____ Per Square Foot	\$ _____ Per Square Foot	\$ _____ Per Square Foot
3	Single-Sided, Four (4) Color	\$ _____ Per Square Foot	\$ _____ Per Square Foot	\$ _____ Per Square Foot	\$ _____ Per Square Foot	\$ _____ Per Square Foot
Printing of Small Format Bid Documents: 8 1/2" x 11"						
4	Single-Sided, Black and White	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page
5	Single-Sided, Grayscale	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page
6	Single-Sided, Four (4) Color	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page
7	Double-Sided, Black and White	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page
8	Double-Sided, Grayscale	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page
9	Double-Sided, Four (4) Color	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page
Printing of Small Format Bid Documents: 11" x 17"						
10	Single-Sided, Black and White	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page
11	Single-Sided, Grayscale	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page
12	Single-Sided, Four (4) Color	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page
Printing of Secure Documents						
13	Large Format, Black and White	\$ _____ Per Square Foot	\$ _____ Per Square Foot	\$ _____ Per Square Foot	\$ _____ Per Square Foot	\$ _____ Per Square Foot
14	Large Format, Grayscale	\$ _____ Per Square Foot	\$ _____ Per Square Foot	\$ _____ Per Square Foot	\$ _____ Per Square Foot	\$ _____ Per Square Foot
15	Large Format, Four (4) Color	\$ _____ Per Square Foot	\$ _____ Per Square Foot	\$ _____ Per Square Foot	\$ _____ Per Square Foot	\$ _____ Per Square Foot

Line Item	Description	Original Contract Period <i>Firm, Fixed Price</i>	First Renewal Period <i>Maximum Price</i>	Second Renewal Period <i>Maximum Price</i>	Third Renewal Period <i>Maximum Price</i>	Fourth Renewal Period <i>Maximum Price</i>
16	Small Format 8 1/2" x 11" Single-Sided, Black and White	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page
17	Small Format 8 1/2" x 11" Single-Sided, Grayscale	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page
18	Small Format 8 1/2" x 11" Single-Sided, Four (4) Color	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page
19	Small Format 8 1/2" x 11" Double-Sided, Black and White	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page
20	Small Format 8 1/2" x 11" Double-Sided, Grayscale	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page
21	Small Format 8 1/2" x 11" Double-Sided, Four (4) Color	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page
22	Small Format 11" x 17" Single-Sided, Black and White	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page
23	Small Format 11" x 17" Single-Sided, Grayscale	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page
24	Small Format 11" x 17" Single-Sided, Four (4) Color	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page
Binding						
25	Bind Drawings	\$ _____ Per Binding	\$ _____ Per Binding	\$ _____ Per Binding	\$ _____ Per Binding	\$ _____ Per Binding
26	Bid Specifications – Plastic Bind Comb	\$ _____ Each	\$ _____ Each	\$ _____ Each	\$ _____ Each	\$ _____ Each
27	Bind Specifications – Plastic Coil Binding	\$ _____ Each	\$ _____ Each	\$ _____ Each	\$ _____ Each	\$ _____ Each
28	Printed Card Stock Cover, 8 1/2" x 11"	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page
29	Mounting on 3/16" Foam Board	\$ _____ Per Square Foot	\$ _____ Per Square Foot	\$ _____ Per Square Foot	\$ _____ Per Square Foot	\$ _____ Per Square Foot
30	Three (3) Mil Laminating on Foam Board	\$ _____ Per Square Foot	\$ _____ Per Square Foot	\$ _____ Per Square Foot	\$ _____ Per Square Foot	\$ _____ Per Square Foot
File Retrieval and Printing/Copying from Archive System						
31	File Retrieval and Copy to CD-ROM	\$ _____ Each	\$ _____ Each	\$ _____ Each	\$ _____ Each	\$ _____ Each
32	File Retrieval and Printing (Drawing Sheet)	\$ _____ Per Sheet	\$ _____ Per Sheet	\$ _____ Per Sheet	\$ _____ Per Sheet	\$ _____ Per Sheet
33	File Retrieval and Printing (Document Pages)	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page	\$ _____ Per Page
LINE ITEM ADDED VIA ADDENDUM #01						
Distribution/Delivery or Storage of Bid Documents						
34	Copy of bid documents to CD-ROM	\$ _____ Each	\$ _____ Each	\$ _____ Each	\$ _____ Each	\$ _____ Each

EXHIBIT A
VENDOR INFORMATION

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

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

- b. Describe the nature of the vendor's business, type of services performed, etc. Identify the vendor's website address, if any.

- c. Describe experiences serving as a contractor providing bid document printing and distribution/delivery, including deposit collection and management.

- d. Provide a list and short summary of information regarding the vendor's current contracts.

- e. List, identify, and provide reasons for each contract gained or lost in the past two (2) years.

- f. Describe the structure of the organization including any board of directors, partners, top departmental management, corporate organization, corporate trade affiliations, any parent/subsidiary affiliations with other firms, etc.

EXHIBIT B

CURRENT/PRIOR EXPERIENCE

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

Vendor Name or Subcontractor Name: _____	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company:	
Address of Reference Company <input checked="" type="checkbox"/> Street Address <input checked="" type="checkbox"/> City, State, Zip	
Reference Contact Person Information: <input checked="" type="checkbox"/> Name <input checked="" type="checkbox"/> Phone # <input checked="" type="checkbox"/> E-mail Address	
Dates of Services:	
If service/contract has terminated, specify reason:	
Dollar Value of Services	
Description of Services Performed, such as: <input checked="" type="checkbox"/> Document printing, scanning, and distribution/delivery <input checked="" type="checkbox"/> Document pick-ups <input checked="" type="checkbox"/> Bid document deposit collections and tracking <input checked="" type="checkbox"/> Document tracking, database management, web site maintenance <input checked="" type="checkbox"/> Document security	

EXHIBIT C

EXPERTISE OF PERSONNEL

(Complete this Exhibit for personnel proposed. Resumes for key personnel may also be provided)

Personnel	Background and Expertise of Personnel and Planned Duties
1. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
2. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
3. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
4. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
5. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	

EXHIBIT D**METHOD OF PERFORMANCE**

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

1. The vendor should obtain the set of drawings and specifications, as referenced in the Introduction and General Information section of the RFP, available as a sample of the state agency's bid documents. The vendor should print and submit, with the vendor's proposal, one (1) copy of the bid document from the state agency's sample bid document to demonstrate the vendor's printing abilities and capabilities.
 - a. The vendor's printing sample should be produced on the equipment proposed for the service of the contract. On the back side of the vendor's printing samples, the vendor should attach a label that clearly identifies the equipment used to produce the sample. Additionally, the vendor should identify the vendor's name or provide the vendor's logo on the back side of the printing sample.
- PARAGRAPH REVISED VIA ADDENDUM #01**
- b. The vendor should print the set of drawings and specifications on twenty pound (20#) paper stock without color, as a sample of the vendor's printing quality. Drawings should be printed as both full size (24" x 36") and half size (12" x 18"). Among other consideration, the vendor's sample will be evaluated for overall clarity of printing of halftones, variations of grayscale, and paper stock.
 - c. The vendor should scan the sample bid document and produce a CD-ROM as an example of the vendor's scan quality. The vendor's sample CD-ROM will be evaluated for quality.
 2. The vendor should describe their method of ensuring the security of bid documents connected to sensitive construction projects. Specifically, the vendor should explain and show how the vendor will identify each secure project during the following phases: review, bid, construction, and as built or record sets.
 3. The vendor should explain and show how the vendor will identify and track all document types through multiple phases. The document types will include: plans, specifications, addenda, and CD-ROMs.
 4. The vendor should describe the method proposed for receipt, tracking, and return of the bid document deposits. Additionally, the vendor should describe and/or provide an example of the summary report proposed for notifying the state agency of returned bid documents and non-returned documents.
 5. The vendor should provide a listing of the vendor's state-of-the-art equipment in place to support requirements for digital, color, and graphical printing, and CD-ROM reproduction. Listings should include the name of the equipment manufacturer, model numbers, and equipment purchase dates. Preference will be given to the vendor with the fullest line of up-to-date equipment in place.
 6. The vendor should provide information demonstrating how the vendor's capabilities and techniques meet the requirements of the distribution/delivery as stated herein.
 7. The vendor should identify the location(s) of the vendor's proposed printing facilities. The vendor should also address the vendor's ability to respond to the state agency within the timeframe specified by the state agency.

EXHIBIT D, continued

8. The vendor should provide information on quality control procedures to ensure that printing and distribution/delivery of bid documents and the vendor's tracking procedures are performed efficiently and are of the highest level of quality and accuracy.
9. The vendor should describe the vendor's proposed method for the storage of bid documents in an archive system. The vendor should also identify the format in which the bid documents will be turned over to the state agency at the expiration/termination/cancellation of the contract.
10. Organizational Chart - The vendor should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should include (1) The relationship of service personnel to management and support personnel, (2) The names of the personnel and the working titles of each, and (3) Any proposed subcontractors including management, supervisory, and other key personnel.
 - The organizational chart should outline the team proposed for this project and the relationship of those team members to each other and to the management structure of the vendor's organization.
11. Economic Impact to Missouri – the vendor should describe the economic advantages that will be realized as a result of the vendor performing the required services. The vendor should respond to the following:
 - Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 - Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
 - Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

EXHIBIT E

PARTICIPATION COMMITMENT

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

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

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

EXHIBIT E, continued

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

Organization for the Blind/Sheltered Workshop Commitment Table	
<i>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.</i>	
<i>(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.)</i>	
Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	Product/Service(s) proposed: ----- RFP Paragraph References:

EXHIBIT E, continued

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

EXHIBIT F

DOCUMENTATION OF INTENT TO PARTICIPATE

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

~ Copy This Form For Each Organization Proposed ~

Vendor Name: _____

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

_____ MBE _____ WBE _____ Organization for the Blind _____ Sheltered Workshop _____ SDVE

Name of Organization: _____

(Name of MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)

Contact Name: _____ Email: _____

Address (If SDVE, provide MO Address): _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

SDVE's Website Address: _____ Certification Expiration Date: _____ (or attach copy of certification)

Service-Disabled Veteran's (SDV) Name: _____ SDV's Signature: _____ (Please Print)

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

Authorized Signature:

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

*Date
(Dated no earlier than the RFP issuance date)*

EXHIBIT F, continued

DOCUMENTATION OF INTENT TO PARTICIPATE

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)

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

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

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

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

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

Date SDV Documents were Submitted: _____

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

(if applicable and known)

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

FOR STATE USE ONLY

SDV Documents - Verification Completed By:

Buyer

Date

EXHIBIT 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.uscis.gov/e-verify>.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

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

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT 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.uscis.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

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

AND

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

EXHIBIT G, continued

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

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

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

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)	<i>Authorized Business Entity Representative’s Signature</i>
Business Entity Name	Date
E-Mail Address	E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer	Date
-------	------

EXHIBIT H

MISCELLANEOUS INFORMATION

Outside United States

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

Are any of the vendor's proposed products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
If YES, do the proposed products/services satisfy the conditions described in section 4, subparagraphs 1, 2, 3, and 4 of Executive Order 04-09? (see the following web link: http://s1.sos.mo.gov/CMSImages/Library/Reference/Orders/2004/eo_04_009.pdf)	Yes _____	No _____
If YES, mark the appropriate exemption below, and provide the requested details: <ol style="list-style-type: none"> 1. ___ Unique good or service. <ul style="list-style-type: none"> • EXPLAIN: _____ 2. ___ Foreign firm hired to market Missouri services/products to a foreign country. <ul style="list-style-type: none"> • Identify foreign country: _____ 3. ___ Economic cost factor exists <ul style="list-style-type: none"> • EXPLAIN: _____ 4. ___ Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US. <ul style="list-style-type: none"> • Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: ___% • Specify what contract work would be performed outside the United States: _____ 		

Employee/Conflict of Interest:

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

EXHIBIT H, continued

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

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

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

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

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

**STATE OF MISSOURI
DIVISION OF PURCHASING
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

1. TERMINOLOGY/DEFINITIONS

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

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the Division of Purchasing (Purchasing). The agency is also responsible for payment.
- b. **Addendum** means a written, official modification to an RFP.
- c. **Amendment** means a written, official modification to a contract.
- d. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- e. **Proposal End Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- f. **Vendor** means the supplier, offeror, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- g. **Buyer** means the procurement staff member of Purchasing. The **Contact Person** as referenced herein is usually the Buyer.
- h. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- i. **Contractor** means a supplier, offeror, person, or organization who is a successful vendor as a result of an RFP and who enters into a contract.
- j. **Exhibit** applies to forms which are included with an RFP for the vendor to complete and submit with the sealed proposal prior to the specified end date and time.
- k. **Request for Proposal (RFP)** means the solicitation document issued by Purchasing to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.
- l. **May** means that a certain feature, component, or action is permissible, but not required.
- m. **Must** means that a certain feature, component, or action is a mandatory condition.
- n. **Pricing Page(s)** applies to the form(s) on which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the vendor with the sealed proposal prior to the specified proposal end date and time.
- o. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.
- p. **Shall** has the same meaning as the word must.
- q. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and Purchasing.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

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

was established and registered vendors who have responded to the proposal on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the RFP.

4. PREPARATION OF PROPOSALS

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

5. SUBMISSION OF PROPOSALS

- a. Registered vendors may submit proposals electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuy.mo.gov/> or by delivery of a hard copy to the Purchasing office. Vendors that have not registered on the MissouriBUYS Statewide eProcurement System may submit proposals hard copy delivered to the Purchasing office. Delivered proposals must be sealed in an envelope or container, and received in the Purchasing office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact end date and time specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the Purchasing post office box address. However, it shall be the responsibility of the vendor to ensure their proposal is in the Purchasing office (address listed above) no later than the exact end date and time specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official end date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a registered vendor may be modified on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing office may be modified by signed, written notice which has been received by Purchasing prior to the official end date and time specified. A proposal may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a registered vendor may be retracted on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by Purchasing prior to the official end and time specified. A proposal may also be withdrawn in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the vendor.
- f. When submitting a proposal electronically, the registered vendor indicates acceptance of all RFP requirements, terms and conditions by clicking on the "Accept" button on the Overview tab. Vendors delivering a hard copy proposal to Purchasing must sign and return the RFP cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the vendor of all RFP requirements, terms and conditions. Failure to do so may result in rejection of the proposal unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.
- g. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING

- a. Proposal openings are public on the end date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. All vendors may view the same proposal response information on the MissouriBUYS Statewide eProcurement System. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the Purchasing office prior to the official end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

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

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

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the vendor and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a vendor shall be subject to evaluation if deemed by Purchasing to be in the best interest of the State of Missouri.
- c. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the vendor whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the vendor, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all vendors fail to meet the same mandatory requirement in an RFP, Purchasing reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, Purchasing reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. Purchasing reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a vendor, from vendor's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those vendors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing vendors.
- j. Any award of a contract shall be made by notification from Purchasing to the successful vendor. Purchasing reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by Purchasing based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. Purchasing posts all proposal results on the MissouriBUYS Statewide eProcurement System for all vendors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Vendors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. Purchasing reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- o. The final determination of contract(s) award shall be made by Purchasing.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the vendor agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) Purchasing's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and Purchasing or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of Purchasing.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

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

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

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

14. CONFLICT OF INTEREST

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

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, Purchasing may cancel the contract. At its sole discretion, Purchasing may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide Purchasing within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, Purchasing will issue a notice of cancellation terminating the contract immediately. If it is determined Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If Purchasing cancels the contract for breach, Purchasing reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as Purchasing deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

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

18. BANKRUPTCY OR INSOLVENCY

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

19. INVENTIONS, PATENTS AND COPYRIGHTS

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

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

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

21. AMERICANS WITH DISABILITIES ACT

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

22. FILING AND PAYMENT OF TAXES

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

23. TITLES

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

ATTACHMENT 1

BID DOCUMENTS

BID DOCUMENTS

BID DOCUMENTS

BID DOCUMENTS

DIVISION OF FACILITIES MANAGEMENT
DESIGN & CONSTRUCTION
301 W. HIGH STREET
PO BOX 809, ROOM 730
JEFFERSON CITY, MO 65102

DIVISION OF FACILITIES MANAGEMENT
DESIGN & CONSTRUCTION
301 W. HIGH STREET
PO BOX 809, ROOM 730
JEFFERSON CITY, MO 65102

Project No: H0812-01

Project No: H0812-01

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TrueBlack™ Technology Patent Pending
Use Avery® TEMPLATE 5168™

TrueBlock™ Brevet de Technologie en attente
Utilisez le gabarit 5168™

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DIVISION OF PURCHASING

IFB/RFP AMENDMENT/BAFO ROUTING GUIDE

2 RFP330034901600585
 Addendum
 AMENDMENT/BAFO NO. 01

Tasks	Route	Initials	Date
1. Initiate Amendment/BAFO	Buyer	<u>JA</u>	<u>7/12/16</u>
2. Prepare Amendment/BAFO Document	Buyer/Section Support	<u>JA</u>	<u>7/12/16</u>
3. Approve Amendment/BAFO Document	Buyer	<u>JA</u>	<u>7/12/16</u>
	<u>Purch. Mgr.</u>	<u>LK</u>	<u>7/12/16</u>
	Section Mgr.	_____	_____
	Assist. Dir.	_____	_____
Amendment: 4. Copy Amended Solicitation Document to Internet Folder	Buyer/Section Support	_____	_____
5. Enter Bid Modification into ^{MISSOURIBUS} SAM-H (Amendment only)	Buyer/Section Support	<u>JA</u>	<u>7/12/16</u>
6. Notify Agency of Amended Solicitation Document (Amendment only)	Buyer/Section Support	<u>JA</u>	<u>7/12/16</u>

OPENING DATE NOTICE:

 DO NOT CHANGE DATE

CHANGE DATE AS FOLLOWS:

PREVIOUS CLOSING DATE: 7/15/16

NEW CLOSING DATE: 7/20/16

BAFO:

7. Distribute BAFO Document and Letters:
- _____ Fax
 - _____ E-mail
 - _____ Mail
- Buyer/Section Support _____
8. Send BAFO documents to Agency/Evaluators
- Buyer/Section Support _____

BAFO RESPONSE DATE:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 16

County of Boone

29th day of September 20 16

In the County Commission of said county, on the


the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached amended bylaws for the Boone County Emergency Planning Committee.


It is further ordered the Boone County Commissioners are hereby authorized to sign said amended bylaws.

Done this 29th day of September, 2016

ATTEST:



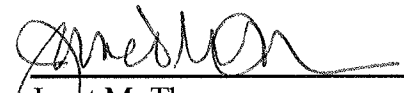
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner



BOONE COUNTY LOCAL EMERGENCY PLANNING COMMITTEE

BYLAWS

Article I. SCOPE

Section 1.01 NAME OF THE COMMITTEE

The name of the committee shall be the "Boone County Local Emergency Planning Committee" (Boone County LEPC).

Section 1.02 LEGAL STATUS AND AUTHORITY

The Boone County LEPC shall operate under the legal authority of the provisions of Public Law 99-499: Superfund Amendments and Reauthorization Act (SARA Title III), Emergency Planning and Community Right-to-Know Act (EPCRA) of 1986, 42 U.S.C. 11001 et. seq. under the auspices of the Boone County Commission as a governmental entity pursuant to and in strict accordance with all applicable laws, regulations, guidelines and ordinances.

Section 1.03 MISSION

The primary mission of the Boone County LEPC is to be an effective community network for planning for emergency management of incidents involving spills and/or releases of hazardous materials. In accordance with its tasking, the Committee:

1. Develops, trains, exercises, and revises as necessary a comprehensive emergency response plan for hazardous materials emergencies within Boone County.
2. Evaluates the need for resources to develop, implement, and exercise the plan.
3. As appropriate, recommends resources and the means for providing additional resources.
4. Provides for public participation and information, including, but not limited to public inquires on the regulated materials and industry and the Boone County LEPC's activities.
5. Establishes and recommends procedures for receiving reports from the regulated community.

Section 1.04 MAILING ADDRESS AND TELEPHONE NUMBER:

The official mailing address and telephone number of the committee for the planning effort shall be:
 Boone County Local Emergency Planning Committee
 2145 County Drive
 Columbia, MO 65202
 (573) 874-7400

Article II. MEMBERSHIP

Section 2.01 TERM OF MEMBERSHIP

All members shall serve a two (2) year term from the date of appointment by the Boone County LEPC and may be reappointed for successive terms. Polling of the membership concerning tenure and review of appointments shall take place during the first meeting of the Boone County LEPC calendar year.

Section 2.02 MEMBERS

As required by Public Law 99-499: Superfund Amendments and Reauthorization Act (SARA Title III), Emergency Planning and Community Right-to-Know Act (EPCRA) of 1986, 42 U.S.C. 11001, the members of the Committee shall consist of twenty-six (26) voting members, two (2) representatives from each of the following disciplines:

1. Elected State and Local Officials
2. Law Enforcement
3. Emergency Management (Civil Defense)
4. Fire Service (Firefighting)
5. Emergency Medical (First Aid)
6. Public Health



BOONE COUNTY LOCAL EMERGENCY PLANNING COMMITTEE

Last Revision: 7/20/2016

BYLAWS

7. Local Environmental
8. Hospital
9. Transportation
10. Media (Broadcast and Print Media)
11. Community Groups
12. Owners and Operators of Facilities Subject to the Requirements of this chapter.
13. At large members (up to 6 members)

All members must be approved and appointed by the Boone County LEPC. The Secretary will submit a current members list to the State of Missouri Emergency Response Commission (MERC) office annually with the grant funding request.

Section 2.03 ATTENDANCE AT MEETINGS.

All members, including at large members, are required to attend at least fifty percent (50%) of all meetings of the committee held in any twelve (12) month period unless excused for cause by the Chairperson. A Committee Member will be excused from a meeting for good cause upon notification to the Chairperson or Vice Chairperson.

Section 2.04 VOTING

Each discipline represented at the meeting shall have one (1) vote to cast on any motions or actions before the committee. Representation can be in the form of:

1. Physical attendance and/or voice/video conference which allow for active dialog and discussion of the voting topic.
2. This method does not allow proxy voting.

The At Large discipline will have the opportunity to cast one (1) vote.

Section 2.05 FILLING VACANCIES AND ADDING NEW MEMBERS

Should vacancies occur on the Committee, they may be filled by persons recommended to the Boone County LEPC for approval and then forwarded to the MERC. Vacancies, which occur on the Committee, do not have to be filled unless, because of the vacancy, the Committee will no longer meet any relevant local, state or federal requirements. Should it be deemed necessary to add new members to the Committee, the procedure shall be the same as for filling vacancies.

Article III. OFFICERS

Section 3.01 OFFICERS

The Committee shall elect from its members a Chairperson, a Vice Chairperson and a Secretary. The officers shall be elected at the first regular meeting of each calendar year at which a quorum is present, and shall serve for a term of two (2) years.

1. The Chairperson will be elected at the first meeting on even numbered years and,
2. The Vice Chairperson will be elected at the first meeting on odd numbered years, and
3. The Secretary will be elected at the first meeting on even numbered years.

In the event of an officer's resignation prior to the end of the officer's term, a new officer shall be elected at the next meeting of the Committee at which a quorum is present, and shall serve out the remainder of the resigning officer's term.



BOONE COUNTY LOCAL EMERGENCY PLANNING COMMITTEE

BYLAWS

Section 3.02 CHAIRPERSON

The Chairperson shall preside at all meetings of the Committee, be responsible for preserving order and decorum, and submit recommendations and information as he or she may consider proper concerning the business, affairs and policies of the Committee. Except as otherwise authorized by these bylaws or by resolution, the authority to sign all official documents of the Committee shall reside with the Chairperson. The Chairperson shall establish or authorize the Vice Chairperson to establish any fees collected by the Committee. The Chairperson shall also ensure that an agenda of each Committee meeting is sent to all members of the Committee.

Section 3.03 VICE-CHAIRPERSON

The Vice-Chairperson shall preside at all meetings when the Chairperson is not present. Except as otherwise authorized by these bylaws or by resolution, the authority to sign all official documents of the Committee shall reside with the Chairperson. The Vice Chairperson will collect any fees by the Committee.

Section 3.04 SECRETARY

The Secretary shall establish a mailing list of all members, record or transcribe the minutes of all Boone County LEPC meetings, and send out notices. Except as otherwise authorized by these bylaws or by resolution, the authority to sign all official documents of the Committee shall reside with the Chairperson. The Secretary shall also ensure that an agenda of each Boone County LEPC meeting is provided to the members prior to each meeting.

Article IV. MEETINGS

Section 4.01 MEETINGS

Scheduled meetings of the Boone County LEPC shall meet on a quarterly basis per calendar year. The Chairperson has the authority to call a special meeting, if required.

Section 4.02 AGENDA FOR COMMITTEE MEETINGS.

An Agenda of each Committee Meeting shall be provided to each Committee Member prior to each Committee Meeting, except as otherwise authorized by these bylaws, to eliminate this requirement. Should this requirement be eliminated, it can be reinstated by a vote of the Committee in accordance with Article VI, Section 6.01. The Agenda for the next meeting shall be provided to each person or entity whose name and address are found on the mailing list of Committee Members to whom notice is required. The mailing list to which notice is required shall be maintained for the Committee and updated as needed by the Secretary.

Section 4.03 MEETING TYPES

1. SCHEDULED MEETINGS.

- a) Regular meetings of the Committee shall be held quarterly and shall be scheduled by the Chairperson. A written notice of the meeting may also be mailed or delivered with the agenda for the meeting. The news media shall be informed of meeting date, times, and locations. A written notice of the meeting and an agenda shall be provided at least seven (7) days in advance of the meeting to all Committee Members by either email, mailing or delivering a written notice to the address provided by the member to the Committee.

2. SPECIAL MEETINGS.



BOONE COUNTY LOCAL EMERGENCY PLANNING COMMITTEE

BYLAWS

- b) The Chairperson of the Committee may, when it is deemed expedient, and shall, upon written request of at least two (2) members of the Committee call a special meeting of the Committee for the purpose of transacting any business of the Committee. The purpose of the meeting shall be set forth in the call of the meeting and the call of the meeting may be mailed or delivered to each Committee Member at least five (5) business days prior to such meeting. At the special meeting no business shall be considered other than as designated in the call, however, if a quorum of the members of the Committee are present at a special meeting, any item of business may be transacted if the members of the Committee present vote unanimously to transact said business. A special meeting shall be held within thirty (30) days following a Level III incident in Boone County, and the agenda shall include a review of said incident.

Section 4.04 ORDER OF BUSINESS

At meetings of the Committee the following shall be the order of business:

1. Roll Call
2. Approval of minutes of the previous meeting
3. Communications and/or Treasurers Report
4. Reports of Subcommittees
5. Comments/presentations by members of the public
6. Old Business
7. New Business
8. Announcements
9. Adjournment

Section 4.05 MANNER OF CONDUCTING BUSINESS

No standard rules of procedure shall be required unless adopted by the Committee in accordance with Article VI, Section 6.01. The meeting shall be conducted with order and decorum. The Committee shall follow the procedure determined appropriate by the Chairperson of the Committee which may include the following:

1. No person shall speak unless first recognized by the chairperson.
 - a) Debate on a matter shall be closed by a motion and second to bring the matter to a vote.
 - b) Any member of the Committee may make or second a motion.

Section 4.06 SUMMARIES OF COMMITTEE MEETINGS

Accurate and reflective summaries of all of the meetings of the Committee shall be taken and maintained by the Secretary. Summaries shall include, but not limited to:

1. A record of all votes of the Committee,
2. A record of attendance at Committee Meetings and,
3. A summary of Committee discussions.

The summaries of each meeting shall be distributed to each Committee Member at least fifteen (15) days prior to the next meeting.

Section 4.07 QUORUM

The Powers of the Committee shall be vested in the Committee. Thirty percent (30%) of the total disciplines shall constitute a quorum for the purpose of opening a Committee Meeting. At a meeting action may be taken pursuant to an affirmative vote of the majority of all those present, unless a majority of those present is less than the number required for a quorum.

1. A minimum of thirty percent (30%) of all discipline must vote affirmative for action to be taken.



BOONE COUNTY LOCAL EMERGENCY PLANNING COMMITTEE

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Section 4.08 MANNER OF VOTING

The voting on all questions coming before the Committee shall be a “yea” or “nay”, or by a show of hands, unless action is taken for a roll call vote on a particular matter. If a roll call is approved, the “yeas” and “nays” shall be recorded in the minutes of such meeting.

Section 4.09 PARTICIPATION BY MEMBERS OF THE PUBLIC

Members of the public are encouraged to attend all regularly scheduled or special meetings. An opportunity will be provided at each meeting for members of the public to address the Committee on matters related to local hazardous material or other emergency preparedness. A member of the public who desired to address the Committee may mail a written notice of intent to appear to the chairperson at the address found in Article I, Section 1.04, and then sign in with the Vice Chairperson at the time and place of the meeting before the meeting begins. Members of the public who appear at the meeting and wish to address the Committee will be allowed to do so without prior written notice of intent to appear, however, they will be required to wait until after any members of the public who have provided written notice have spoken. Members of the public are also encouraged to provide written opinions and information to the Committee at the address found in Article I, Section 1.04. Members of the public include, but are not limited to, citizens, industry representatives, expert witnesses and government entity representatives.

1. Time Limit: Open comments by the public will be limited to five (5) minutes.

Article V. ADMINISTRATION

Section 5.01 ANNUAL BUDGET

An annual budget shall be adopted and approved by the Committee.

Section 5.02 MONIES AND APPROPRIATIONS

The Boone County Commission may receive and disburse public and private funds for the purpose of implementing the Emergency Planning and Community Right-To-Know Act of 1986, and other local, state or federal legislation pertaining to emergency planning, in the plan service area of Boone County. Such monies shall be deposited and managed in accordance with standard procedures of the Office of Emergency Preparedness of Boone County and the Office of the Treasurer of Boone County, established by ordinance by the Boone County Commission.

1. The annual budget is to be approved by the Boone County Commission.
2. Expenses can be made with approval by the Committee as long as all expenses are within the original budgeted items.
 - a) Any item(s) outside the budget will require prior authorization from the Boone County Commission AND
 - b) Item(s) will require budget change request that will need to be submitted to the MERC office.
3. Periodic financial reports will be made to the Committee as required by law or requested by the Committee or Committee Chairperson.
4. Travel expenses will be made in accordance with the Boone County Government Policies.

Section 5.03 FEES

Reasonable fees may be collected for information provided or services rendered by the Committee. The fees collected shall be as established or recommended by local, state or federal law, regulation, guideline or ordinance. In the absence of a recommended or required fee, the fee shall be determined by the Emergency Management Director and the Boone County LEPC Chair based on the cost of provided service or data.



BOONE COUNTY LOCAL EMERGENCY PLANNING COMMITTEE

BYLAWS

Section 5.04 ANNUAL NOTICIATIONS

The Emergency Planning and Community Right-to- Know Act of 1986 requires each Local Emergency Planning Committee (LEPC) to publish information annually to inform the public of the availability of information concerning emergency response plans, chemical lists, inventory forms, toxic release forms and follow-up emergency notices with regard to hazardous chemicals in the community. This Public Notice is pursuant to 42 USC §11044.

This annual notice will be published in the local newspaper each year, during the month of March, following the submission of the Tier II reports for Boone County. The contact listed for this posting will be the Boone County LEPC Chairperson. The Secretary will be responsible for making this publication.

Article VI. AMENDMENTS


Section 6.01 AMENDMENTS TO BYLAWS

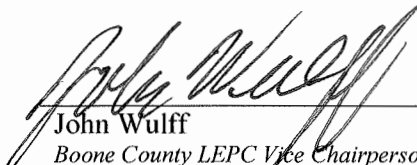
The bylaws of the Committee may be amended by an affirmative vote of three fourths (3/4) of voting members present, if quorum is achieved. No vote shall be taken to amend the bylaws until the proposed amendment has been reduced to writing and distributed with the agenda for the meeting at which the amendment is to be voted on.

Section 6.02 FILING OF BYLAWS AND AMENDMENTS

A copy of the bylaws and any amendments to the bylaws shall be provided to the parent organization, the Boone County Commission, and are subject to the acceptance and approval of that body. The Boone County Commission may provide copies to any public entity or private citizen upon request and any required fee.

Amended By-Laws Adopted by the Boone County Local Emergency Preparedness Committee, this 22th day of September 2016.


Adam Burks
Boone County LEPC Chairperson


John Wulff
Boone County LEPC Vice Chairperson


Dan Atwill
Presiding Commissioner


Karen Miller
Commissioner


Janet Thompson
Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 16

In the County Commission of said county, on the 29th day of September 20 16

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following:

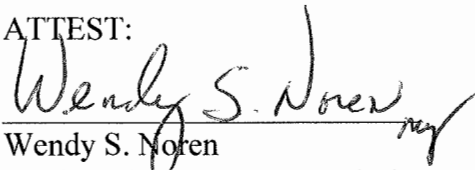
Appoint


Name	Board	Period
Paul Zullo	Board of Adjustment	October 1, 2016 through September 30, 2020

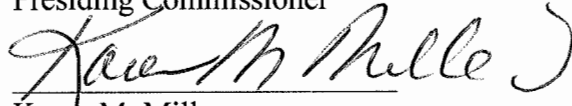
Re-appoint

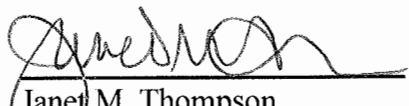
Name	Board	Period
Jessica Kempf	Board of Equalization	October 1, 2016 through September 30, 2020
James Pounds	Building Code Commission	October 1, 2016 through September 30, 2018

Done this 29th day of September, 2016.

ATTEST:

Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner

Dan Atwill, Presiding Commissioner
Karen M. Miller, District I Commissioner
Janet Thompson, District II Commissioner



Boone County Government Center
801 E. Walnut, Room 333
Columbia, MO 65201
573-886-4305 - FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Board of Equalization

Name: Jessica Kempf

Home Address: 2003 Bates Creek Dr

City: Columbia Zip Code: 65201

Business Address: _____

City: _____ Zip Code: _____

At which address would you prefer to be contacted?

E-mail: jessica@craneandcrane.com

Phone (Home): 5736735152 Phone (Work): _____

Fax: _____

Qualifications:

Member of BOE since 2010. Realtor for 10 years. Broker-Officer for Crane & Crane Real Estate since 2008.

Past Community Service:

Columbia Board of Realtors President, 2013 (served numerous positions from 2008-present); Downtown Optimist Club member since 2007; Chamber of Commerce.

References:

Brian Toohey, CEO of Columbia Board of Realtors, 446-2400 Suzanne Ayers, Boone Central Title, 442-0139 Ryan Wiedmeyer, Bank of Missouri, 874-4700

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature

Return Application
To:

Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201
Fax: 573-886-4311

An Affirmative Action/Equal Opportunity Institution

Dan Atwill, Presiding Commissioner
Karen M. Miller, District I Commissioner
Janet Thompson, District II Commissioner



Boone County Government Center
801 E. Walnut, Room 333
Columbia, MO 65201
573-886-4305 - FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: ~~Airport Advisory Board~~ *Building Code Commission*
Name: James Pounds *per phone call 9-7-16 Q*
Home Address: 5449 S Ben Williams Rd.
City: Columbia Zip Code: 65201
Business Address: P O Box 771
City: Columbia Zip Code: 65205
At which address would you prefer to be contacted?
E-mail: jpounds@socket.net
Phone (Home): 573-567-0272 Phone (Work): 573-567-0272
Fax: N/A

Qualifications:

Previous experience on board and 25 years in the building industry.

Past Community Service:

References:

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature

Return Application
To:

Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201
Fax: 573-886-4311

An Affirmative Action/Equal Opportunity Institution

Dan Atwill, Presiding Commissioner
Karen M. Miller, District I Commissioner
Janet Thompson, District II Commissioner



Boone County Government Center
801 E. Walnut, Room 333
Columbia, MO 65201
573-886-4305 - FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Board of Adjustment

Name: Paul Zullo

Home Address: 8451 Stanley Poe RD

City: Columbia Zip Code: 65203

Business Address: retired

City: _____ Zip Code: _____

At which address would you prefer to be contacted?

E-mail: zds05@msn.com

Phone (Home): 573 864 1083 Phone (Work): _____

Fax: _____

Qualifications:

Served on P&Z

Past Community Service:

served on P&Z

References:

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature

Return Application
To:

Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201
Fax: 573-886-4311

An Affirmative Action/Equal Opportunity Institution

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

29th

day of

September

20

16

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby transfer the liaison responsibilities from Commissioner Karen M. Miller to Presiding Commissioner Daniel K. Atwill as liaison to the Boone County Hospital Center Board and as an ex-officio member of the Missouri Innovation Center Board of Directors.

Done this 29th day of September, 2016

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner