

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION
PROCUREMENT DEPARTMENT
2309 BARRETT STATION ROAD
BALLWIN, MO 63021

REQUEST NO.	D608-020-RW
DATE	August 27, 2007
PAGE NO.	1
NO. OF PAGES	23

SEALED BIDS, SUBJECT TO THE CONDITIONS ON THE REVERSE SIDE HEREOF WILL BE RECEIVED AT THIS OFFICE UNTIL **September 27, 2007 @ 10:00 a.m. CST** AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

QUOTATIONS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION

Multiple, See Attached

BUYER:	Terri Mount	BUYER TELEPHONE:	314-301-1431
WEBSITE:	www.modot.mo.gov/business/contractor_resources/Commodities.htm	FAX:	314-301-1437

SUPPLIES OR SERVICES

Weekly Cleaning Services for Project Offices of District 6, Department of Transportation , St. Louis Metro Area nine (9) Offices located in St. Louis County, Jefferson County, Franklin County, St. Charles County and St. Louis City. The average work per office is 4 hours per location one time per week. This may change due to the needs of the individual offices. This bid may be issued as a multi award due to the diverse locations. Contractors need not bid on each location. Scheduling of work to be day-time hours when office personnel are present. Work to consist of required cleaning per the attached scope of work , which may be modified per the requirements of each location. Please quote hourly charge, on **Page 5**, the contractor to quote with MoDOT provided supplies (toilet paper, paper towels, trash bags) and contractor supplied cleaning products .. Contractors to provide all cleaning supplies and tools. Additional work that may be requested as noted, on Exhibit A Supplementary Pricing Page , **Page 16**. Please note terms and conditions.

It is the responsibility of the Bidder to access MoDOT's website (indicated above) in order to obtain any and all addenda(s) issued during the course of this RFB Process. Pricing is to be indicated on the attached pricing page(s)

Attachments: Floor Plans, for Project Offices: St. Peters, Chesterfield, Fenton, Festus, Hampton, Maryland Heights, Melville, St. Clair, and Bellefontaine.

JANITORIAL START DATE:
Thirty (30) Days from Date of Award

Note to Respondent: A vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name, vendors MUST submit a bid/proposal that correctly and accurately identifies the company name that is registered to do business in the State of Missouri. The Missouri Department of Transportation reserves the right to reject any or all bids, and to accept or reject any items thereon and to waive technicalities. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled. No bids by telephone, telegram, or telefax will be accepted.

In compliance with the above invitation for bids, and subject to all conditions thereof, the undersigned offer and agrees to furnish and deliver any or all the items on which prices were quoted within 20 days after receipt of notification.

Date:	_____	Firm Name:	_____
Telephone No.:	_____	Address:	_____
Fax No.:	_____	Company Officer:	_____
Federal ID #	_____	Title	_____
		Type/Print Name	_____

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidder's attention is directed to Section 34.076 RSMo. 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids received will be evaluated on the basis of this legislation.

All bidders must furnish the information requested below.

FOR CORPORATIONS:

State in which incorporated _____

FOR OTHERS:

State of domicile _____

FOR ALL BIDDERS:

List address of Missouri offices or places of business

(MUST BE COMPLETED AND SIGNED)

FIRM NAME:

ADDRESS:

CITY:STATE:ZIP:

BY:

NOTE: For bid to be considered, the attachment entitled "Preference in Purchasing Products" must be on file in this office and must be dated in the current calendar year.

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**IF NOT SUBMITTING A BID, PLEASE COMPLETE AND RETURN THE
FOLLOWING "NO BID FORM" TO ASSIST THE PROCUREMENT STAFF IN OUR
PROCESS EVALUATION.**

THANK YOU

NO BID

DATE: _____

TO: Missouri Department of Transportation- District 6
General Services (Procurement) Division
2309 Barrett Station Rd.
Ballwin, MO. 63021
(314) 301-1437- Fax #

FROM: _____

Our company is submitting "NO BID" on RFB # __D608-020-RW__ for the reason(s) indicated below:

- () Product or service is not available or cannot meet the required specifications.
- () Other obligations-cannot make required deadline.
- () The delivery point or work location is outside of our territory or coverage/service area.
- () Other-Please explain below:

Company Contact Person:

_____ Phone# _____

- () Please keep our name on the bidder's list for future opportunities for this product/service.
- () Please remove our name from your bidder's list for this product or service.

**FAILURE TO RETURN A QUOTE OR THIS FORM MAY RESULT IN REMOVAL FROM OUR VENDOR
DATABASE FOR FUTURE OPPORTUNITIES.**

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BID SUBMITTAL INSTRUCTIONS

BID SUBMITTAL:

Your written bid must be mailed in a sealed envelope or box, or else delivered by hand or courier service (UPS, Federal Express, DHL, etc.) to be *received on or before the date and time specified on the front page of this bid document*, at the office of:

Ms. Terri Mount
Missouri Department of Transportation
General Services - Procurement
2309 Barrett Station Rd.
Ballwin, MO. 63021

All documents must be sealed and the outmost wrapping should be clearly marked "Project Office Janitorial". **The specified for the returning of bids is a firm deadline and all bids must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting bids. All bids arriving at the designated office after the deadline specified will be rejected.**

PRICES:

Prices MUST remain firm for the entire period stated herein.

COMPLIANCE WITH BID REQUIREMENTS:

Failure to comply with the requirements published in this bid may result in the bid being subject to rejection. Product that does not meet specifications will cause all of the shipments to be returned at the bidders expense.

NON-EXCLUSIVITY:

The Missouri Department of Transportation reserves the right to obtain like or similar products of this or other manufacturers when use of such products is deemed in the best interest of MoDOT.

VENDOR NAME REGISTRATION:

On all bid documents, the bidder must use the firm name under which he/she is registered to do business in the state of Missouri. The bidder must ensure that his/her firm name is registered with the office of the Secretary of State.

ADDITIONAL DOCUMENT SUBMITTAL REQUIREMENTS:

For the bid to be considered the two (1) attachments "Preference in Purchasing Products" must be submitted to this office prior to any contract being awarded for this bid.

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PRICING PAGE

Project Office Location	Hourly Cost
Bellefontaine Project Office 10601 Lewis & Clark Blvd. Bldg A, St. Louis, MO. 63136	
Chesterfield Project Office 13610 S. Outer 40 , Chesterfield, MO. 63017	
Fenton Project Office 75 Elizabeth Dr., Fenton, MO. 63026	
Festus Project Office 3595 Plass Rd, Festus, MO. 63028	
Hampton Project Office 6138 Wilson Ave. Building A, St. Louis, MO. 63139	
Maryland Heights Project Office 2620 Adie Rd., Maryland Heights, MO. 63043	
Melville Project Office 7550 S. Lindbergh, St. Louis , MO. 63125	
St. Clair Project Office 2215 N. Commercial, St. Clair, MO. 63077	
St. Peters Project Office 580 N. Service Rd., St. Peters, MO. 63376	

Date: _____

COMPANY: _____

NAME: _____

SIGNATURE: _____

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RENEWAL PAGE

**In the event that D6 exercises its options to renew the contract for) additional one -year pe-
riod(s) pursuant to the applicable provisions outlined in this document, the Bidder shall provide
below the maximum percentage of increase or minimum percentages of decrease for each re-
newal period. The Bidder is cautioned that the percentages shall be computed against the
ORIGINAL contract prices during renewal periods. Furthermore, the Bidder is advised that the
D6 oes not automatically grant increases at the time of renewing the contract and that if an in-
crease is requested, documentation of need must be provided at the time of renewal.**

Project Office Location	Renewal 1	Renewal 2	Renewal 3	Renewal 4
Bellefontaine Project Office 10601 Lewis & Clark Blvd. Bldg A, St. Louis, MO. 63136				
Chesterfield Project Office 13610 S. Outer 40 , Chesterfield, MO. 63017				
Fenton Project Office 75 Elizabeth Dr., Fenton, MO. 63026				
Festus Project Office 3595 Plass Rd, Festus, MO. 63028				
Hampton Project Office 6138 Wilson Ave. Building A, St. Louis, MO. 63139				
Maryland Heights Project Office 2620 Adie Rd., Maryland Heights, MO. 63043				
Melville Project Office 7550 S. Lindbergh, St. Louis , MO. 63125				
St. Clair Project Office 2215 N. Commercial, St. Clair, MO. 63077				
St. Peters Project Office 580 N. Service Rd., St. Peters, MO. 63376				

Date: _____

COMPANY: _____

NAME: _____

SIGNATURE: _____

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The approximate Ceramic tile areas, VCT (Vetrofied Clay Tile) and carpeted areas for each building are as follows .

Project Office	SF Carpet	SF Tile	SF VCT
Bellefontaine	1463	1116	0
Chesterfield	1302	2461	42
Fenton	0	3000	0
Festus	2213	958.5	187.5
Hampton	2080	787	0
Maryland Heights	3100	0	550
Mehlville	2072	0	420
St. Clair	600	0	3145
St. Peters	2371.5	0	428.5

Each Offeror is solely responsible for a prudent and complete, examination, and assessment of the work site(s) condition, facilities, and/or any other existing condition, factor, or item that may affect or impact on the performance of service described and required by the Contractual Requirements. The Offeror shall not be relieved of responsibility for performance under the contract for any reason whatsoever, including, but not limited to, (1) the Offeror's failure to tour of the buildings (2) the Offeror's failure to observe existing conditions, etc.

Fiscal Year: The fiscal year runs from July 1-June 30, period of service will be from Date of Award through June 30, 2008, with the option to extend the contract for up to four (4) one year periods, at the sole discretion of the Missouri Department of Transportation.

(1) GENERAL REQUIREMENTS:

- 1.1 The contractor shall provide janitorial services for the buildings listed for the Missouri Department of Transportation (hereinafter referred to as "MoDOT") Project Offices, in accordance with the requirements set forth herein.
- 1.2 The contractor must perform all janitorial services as required herein in a manner satisfactory to and acceptable by MoDOT in order to provide a clean and sanitary environment for the buildings, the buildings' content, and the buildings tenants.
- 1.3 The contractor shall provide services for all areas of the buildings specified by MoDOT. Such areas shall be all occupied areas, unless otherwise specified by MoDOT. However, at any time during the effective period of the contract, MoDOT reserves the right to change, add to, or delete areas of the buildings for which the contractor shall provide services. MoDOT also reserves the right to add additional buildings or remove existing buildings from the contract.

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In such event, payment to the contractor shall be adjusted as specified in the Payment and Invoicing Requirements of this document.

(2)SPECIFIC REQUIREMENTS: Equipment and Supply Requirements:

- 2.1 Equipment - The contractor must furnish and maintain, in good repair, all equipment, including, but not limited to mops, brooms, buffers, vacuums, etc., and any other equipment necessary to perform the requirements of the contract.
- a. The contractor may either own or rent, at the contractor's expense, equipment for performing the requirements of the contract.
- 2.2 Products, Supplies, and Materials (hereinafter also referred to as "*products*") – The contractor shall agree and understand that MoDOT shall have the right to approve/disapprove the use of any product, material, or supply used in the performance of the services required herein.

In the performance of the services required herein, the contractor should only use environmentally preferable products, unless a written exception to this requirement is obtained from MoDOT for a specific product. Failure of the contractor to use environmentally preferable products or failure to demonstrate the willingness and efforts necessary to use such environmentally preferable products may be considered breach of contract.

- 2.3 If the contractor provides toilet tissue, seat covers, trash bags, liquid hand soap, paper towels, and disposable liners for sanitary napkin cans they must meet the following minimum specifications and must obtain the approval of MoDOT for all product listed above and specified on the attached Cleaning Supply Quantities but not limited to the basic products list below.
- a. Toilet tissue shall be Fort Howard # 198 or equal, must be Grade AA, white, bleached, 2-ply, or equal, and must fit the tissue dispensers installed in the buildings.
 - b. Liquid hand soap must be a good grade containing antiseptic.
 - c. Paper towels must be folded to fit dispensers now installed in the buildings and must be Scott #150 or equal.
 - d. Disposable liners for sanitary napkin cans must be 6141's waxed bags.
- 2.4 The contractor may be assigned an area in each building (hereinafter referred to as the "*janitorial closet*") for storage of all equipment, materials, and supplies necessary for the building. MoDOT assumes no responsibility for the security of supplies and/or equipment stored in a janitorial closet; therefore, the contractor has the option of removing their equipment and supplies from the premise daily. Some Janitorial closets do not have exterior locks. Therefore, assignments are at the option of the successful vendor.
- 2.5 The contractor shall not use any products, supplies or equipment which may be injurious or damaging to the surfaces upon which they shall be applied.
- 2.6 Seventy two (72) hours prior to the contractor's use of any product/chemical in the buildings, the contractor shall provide a Material Safety Data Sheet for each such product/chemical. The contractor must maintain a file of the Material Safety Data Sheets in the janitorial closet in

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the building where the product/chemical is to be stored. The Material Safety Data Sheets shall remain the property of MoDOT.

2.7 Specific Service Requirements:

The contractor shall perform the following requirements in all buildings in order to keep all surfaces clean and free of dust, cobwebs, spots, spills, scuffs, and other debris, etc.

2.7.1 WEEKLY REQUIREMENTS:

- a. The contractor shall perform the following tasks one day each week, , excluding state holidays, for each building, unless otherwise specified.
- b. The contractor shall perform any and all other related and contingent miscellaneous janitorial cleaning duties which may arise from time to time as a result of accidental spilling of any office materials or supplies.
 - 1) Thoroughly vacuum (utilizing equipment with beater brush) all carpet from wall to wall, including all entrance and exit, elevator rugs/mats and inside cubicals and office areas.
 - 2) Clean all kitchens and break rooms, wash and disinfect all hard surfaces, and clean all coffee makers.
 - 3) Thoroughly sweep and wet mop all hard surface floors, including elevator floors, using treated brooms or dust mops to give a clean and satisfactory appearance.
 - 4) Using a damp treated cloth, wipe all flat, horizontal, surfaces including, but not limited to, file cabinets, conference tables and stands, bookshelves, coat racks, window sills, and modular office systems, etc. Clean and disinfect all telephones.
 - 5) Remove cobwebs from all ceilings, doors, ceiling fans, and corners within each building.
 - 6) Clean both sides of entrance door glass, clean door glass frames and accompanying glass panels including transoms (inside and outside), removing all fingerprints and dirt. Spot clean all interior glass.
 - 7) Clean and disinfect drinking fountains.
 - 8) Spot clean all wall and partition surfaces, including light switches, to give a clean satisfactory appearance.
 - 9) Empty all wastebaskets, trash, and disposal containers. Wash wastebaskets and replace plastic liners, as needed. Clean surrounding areas of wastebaskets to eliminate spots, splashes, etc.
 - 10) Spot clean all carpet as spots appear or as notified with the on site personnel. Clean janitorial closets after completion of the weekly tasks and before exiting the building.
 - 11) Wash all tables. Wipe all plastic chairs.
 - 12) Spot clean all doors and frames.

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- 13) Spot clean all elevator walls and both sides of elevator doors.

2.7.2 MONTHLY REQUIREMENTS:

One (1) time per month, the contractor must perform the monthly tasks listed below. The contractor must perform the listed tasks

- 1) Clean/dust all venetian/mini-blinds.
- 2) Clean all baseboards.
- 3) Dust all vertical surfaces of office furniture and equipment.
- 4) Clean the fronts and sides of all vending machines.
- 5) Dust all horizontal and vertical surfaces of all interior doorframes. Dust all horizontal and vertical surfaces of all interior doors.
- 6) Dust all coat racks.
- 7) Vacuum all cloth partitions. Clean bases and dust tops.
- 8) Clean/vacuum all ceiling, door and wall vents.
- 9) Clean all exterior surfaces of all icemakers in all buildings.
- 10) Brush and spot clean fabric furniture.

2.7 Restroom Requirements:

The contractor shall clean and disinfect all of the restrooms located within the buildings. For purposes of restroom requirements, "clean" shall be defined as disinfecting, polishing, and removing all water spots. Disinfect must be "hospital" grade quaternary disinfectant that kills fungus, viruses, and bacteria and must have organic soil tolerance.

- 1) Clean all surfaces for all restrooms located in the building.
- 2) Clean toilet bowls and seats, urinals, hand basins, counter tops, and walls around these fixtures.
- 3) Clean all mirrors, bright work, chrome pipes, and fittings.
- 4) Wet mop all restroom floors using a disinfectant.
- 5) Clean stall partitions, doors, doorframes, push plates (all sides).
- 6) Dust or wipe all horizontal surfaces.
- 7) Empty and clean (inside and out) all trash containers and disposals, change liners daily.

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- 8) Restock dispensers to normal limits (soap, toilet tissue, paper towels).
- 9) Remove spots, stains, scuff marks, finger and handprints.
- 10) Report all damage.

- 2.9.2 MoDOT reserves the right to approve or disapprove appointment of any of the contractor's employees to provide services required by the contract. MoDOT also reserves the right to request replacement of any employee. Unless the situation regarding the contractor's employee(s) requires immediate replacement, MoDOT will attempt to give the contractor a minimum of fourteen (14) calendar days after notification to replace unsatisfactory employee(s). All contractors and their employees must be fully bonded and insured.
- 2.9.3 The contractor shall be responsible for supervision of all the contractor's employees and the services provided by such employees as required to satisfactorily perform the requirements of the contract.
- 2.9.4 The contractor or an employee of the contractor designated as a representative of the contractor (hereinafter referred to as the "*contractor contact person*"), must be available during normal business hours (7:30 a.m. to 4:00 p.m.) for telephone conversations and/or meetings with personnel from MoDOT regarding the janitorial services.
- 1) Such contractor contact person must have the express authority to speak on behalf of the contractor and make decisions on behalf of the contractor.
 - 2) By no later than ten (10) calendar days after the award of the contract, the contractor shall provide MoDOT with the name, address and telephone number for the contractor contact person.
- 2.9.5 The contractor and each of the contractor's employees assigned to the contract must have a security clearance approved by MoDOT in order to provide service under the contract. The contractor must obtain each of the required security clearances from their State Highway Patrol.
- 1) By no later than fifteen (15) calendar days after notification of award, the contractor shall provide MoDOT with the following:
 - a. A copy of the security clearance information obtained from their State Highway Patrol for each employee,
 - 2) For each new or unanticipated employee, the contractor must provide MoDOT with an approved security clearance.
 - 3) MoDOT shall have the right to disapprove access to any building to any of the contractor's employees for any reason.
- 2.9.7 The contractor's personnel shall only be allowed in work areas to which they are assigned. The contractor's personnel shall only take rest breaks in pre-assigned areas.

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The contractor must ensure that each of the contractor's employees are appropriately dressed and groomed while on site and is wearing an article of clothing identifying the contractor and have a visible company and MoDOT picture ID tag at all times.

The contractor and/or the contractor's employees must sign-in immediately upon arrival and prior to any services being provided and sign-out prior to leaving the building. The contractor must provide the sign-in/sign-out sheets. In addition, the sign-in/sign-out sheets must remain at a location designated by MoDOT.

- 2.9.8 The contractor's employees shall not loiter in the buildings nor smoke anywhere in the buildings.
- 2.9.9 The contractor shall not use nor allow the contractor's employees to use any MoDOT telephone and/or equipment in the building except for the beverage and snack vending machines.
- 2.9.10 The contractor shall not adjust and/or use, nor allow the contractor's employees to adjust and/or use, those personal items belonging to MoDOT employees (i.e.: radios, decorative accessories, etc.).
- 2.9.11 The contractor shall not adjust and/or use, nor allow the contractor's employees to adjust and/or use, office furniture utilized by MoDOT employees (i.e.: chairs, desks, etc.).

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

2.10.2 Yearly Service Requirements:

The contractor shall perform any of the following supplemental services at the request of MoDOT. Any such yearly services requested shall be in addition to the services specified herein. The decision as to what constitutes a yearly service and when a yearly service is required shall rest solely with MoDOT.

Additional carpet cleaning - The contractor shall perform additional deep cleaning carpet/water extraction services for the carpet as the necessity arises as determined and instructed by MoDOT.

- 2.10.2 Additional cleaning hard flooring – The contractor shall perform additional stripping and refinishing services for vinyl flooring as the necessity arises as determined and instructed by MoDOT.

- 2.11.2 Deep cleaning of upholstered furniture. The contractor shall perform deep cleaning services for the any of the listed upholstered furniture as the necessity arises as determined and instructed by MoDOT:

- 1) Manager's Chair (Hi-back)
- 2) Side Chair (upholstered without arm upholstering) (Low Back; Secretarial)

- 2.11.3 Construction Clean-up - Due to construction, there is often a need for additional cleaning in construction areas. Therefore, the contractor shall provide one time construction clean-up

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and/or on-going construction clean-up as determined necessary and as instructed by MoDOT.

- 2.11.4 Additional Personnel – The contractor shall provide janitorial personnel on an as needed, if needed basis.

- 1) The contractor shall be held responsible for and shall pay to replace any breakage, damage, theft, and/or loss of equipment, supplies, materials, and other items in the building through negligence and/or other inappropriate actions of the contractor or the contractor's employees while working on the building's premises.

- 2.13 Payment and Invoicing Requirements:

- 2.13.1 Invoicing - The contractor shall submit a monthly itemized invoice for providing services to MoDOT at the address stated below. The contractor must include the firm, fixed weekly charge per month price, contract number, the location, and the dates of service on each monthly invoice.

Business & Benefits, 1590 Woodlake Dr., Chesterfield, MO. 63017

- 2.13.2 The contractor shall be paid the firm, fixed hourly cost, per month price specified on the pricing page of this document for janitorial services actually provided, subject to any damages that may be charged to the contractor, per the damages requirements stated herein. If a partial month of service is provided, the monthly amount due shall be divided by the total number of work days in that particular month to obtain a weekly rate, and then multiplied by the number of days in that particular month for which service was provided, rounded to the nearest cent.
- 2.13.3 If any of the yearly or supplemental services as specified herein were required and performed during the monthly invoice period, the contractor shall be paid the firm, fixed price specified on the pricing page for the type of additional cleaning performed.
- 2.13.4 Other than the payment(s) specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

- 2.14 Damage Requirements:

The contractor shall agree and understand that performance of services as required herein are considered essential for the successful conduct of business for the tenants in each building. Therefore, if the contractor does not perform the requirements as required herein or if service provided by the contractor is substandard, deficient, and/or incomplete and if the contractor does not correct the service within a period of time agreed to between MoDOT and the contractor after written notification by MoDOT, the contractor shall pay damages to MoDOT according to the following provisions. The contractor shall understand and agree that MoDOT shall be the final judge as to what constitutes a substandard, deficient, and/or incomplete service and what shall be considered as a reasonable amount of time. Any such MoDOT determination shall be final.

- 2.14.1 For each weekly, requirement that is not performed by the contractor and/or that is performed in a substandard, deficient and/or incomplete manner, as documented by the daily log and by observation of the appropriate MoDOT personnel, the contractor shall pay liquidated damages

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in the amount specified below for each day after the task was required to be performed until it is performed and approved:

2.14.2

- | | |
|----------------------------|------------------|
| 1) Weekly Requirement | \$7.50 per task |
| 2) Monthly Requirement | \$10.00 per task |
| 3) Quarterly Requirement | \$15.00 per task |
| 4) Semi-Annual Requirement | \$20.00 per task |
| 5) Annual Requirement | \$25.00 per task |

2.14.2 Furthermore, the contractor must respond to any contact from MoDOT regarding substandard, deficient and/or incomplete service within twenty-four (24) hours, during the work week, following notification by MoDOT of such problems. After notification by MoDOT, the contractor must correct the problem within a reasonable period of time agreed to between MoDOT and the contractor. In the event the contractor fails to respond to the contact by MoDOT within twenty-four (24) hours or in the event the contractor fails to correct the problem within the agreed time frame, the contractor shall pay liquidated damages to MoDOT in accordance with one (1) of the following calculations:

- 1) If MoDOT hires an outside/private company to correct the substandard, deficient, and/or incomplete service, the contractor shall pay MoDOT the total cost charged by such company to perform the service.
- 2) If MoDOT uses State of Missouri personnel or resources to correct the substandard, deficient, and/or incomplete service, the contractor shall pay MoDOT the actual costs incurred by MoDOT. Such actual costs shall be calculated by the per hour price of the state personnel who perform the service and shall include material costs, etc.
- 3) If damages are assessed, MoDOT may choose to deduct assessed amounts from current and/or future invoices.

2.14.4 In the event of any breakage, damage, theft, and/or loss of the equipment, supplies, materials, and/or other items in the building through negligence and/or other inappropriate actions of the contractor or the contractor's employees while working on the building's premises, the contractor shall pay damages to MoDOT in the actual amount of such loss.

2.14.5 MoDOT reserves the right to deduct any of the damage charges stated above from the contractor's invoice or shall invoice the contractor for payment.

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PREFERENCE IN SERVICES

Date: _____

The Offeror's attention is directed to Section 34.073 RSMo. (1994), which gives preference to Missouri corporations, firms and individuals when letting contracts for services.

Proposals received will be evaluated on the basis of legislation.

All Offerors must furnish the information requested below:

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL OFFERORS:

List address of Missouri offices or places of business:

MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

BY: _____

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Yearly or Supplemental Service:

In the event that MHTC exercises its options to renew the contract for two (2) additional one - year period(s) pursuant to the applicable provisions outlined in this document, the Bidder shall provide below the maximum percentage of increase or minimum percentages of decrease for each renewal period. The Bidder is cautioned that the percentages shall be computed against the ORIGINAL contract prices during renewal periods. Furthermore, the Bidder is advised that the MHTC does not automatically grant increases at the time of renewing the contract and that if an increase is requested, documentation of need must be provided at the time of renewal.

**EXHIBIT A
Supplementary Pricing Page**

Item #	Description C/S Code: 91039	Original Contract Period <i>firm, fixed price</i>	1 st Renewal Period <i>maximum % increase</i>	2 nd Renewal Period <i>maximum % increase</i>	3rd Renewal Period <i>maximum % increase</i>	4th Renewal Period <i>maximum % increase</i>
For cleaning carpet in addition to that required herein:						
003	Deep clean carpet/water extraction	\$ _____ <i>per sq. ft.</i>	\$ _____ <i>per sq. ft.</i>	\$ _____ <i>per sq. ft.</i>	\$ _____ <i>per sq. ft.</i>	\$ _____ <i>per sq. ft.</i>
For cleaning hard flooring in addition to that required herein:						
004	Strip and refinish hard flooring	\$ _____ <i>per sq. ft.</i>	\$ _____ <i>per sq. ft.</i>	\$ _____ <i>per sq. ft.</i>	\$ _____ <i>per sq. ft.</i>	\$ _____ <i>per sq. ft.</i>
For deep cleaning of upholstered furniture in addition to that required herein:						
005	For each manager's chair cleaned	\$ _____ <i>per manager's chair</i>	\$ _____ <i>per manager's chair</i>	\$ _____ <i>per manager's chair</i>	\$ _____ <i>per manager's chair</i>	\$ _____ <i>per manager's chair</i>
006	For each side chair cleaned	\$ _____ <i>per side chair</i>	\$ _____ <i>per side chair</i>	\$ _____ <i>per side chair</i>	\$ _____ <i>per side chair</i>	\$ _____ <i>per side chair</i>
For Construction Clean-up Services:						
008	One time construction clean-up	\$ _____ <i>per sq. ft.</i>	\$ _____ <i>per sq. ft.</i>	\$ _____ <i>per sq. ft.</i>	\$ _____ <i>per sq. ft.</i>	\$ _____ <i>per sq. ft.</i>
For Additional Per Hour Janitorial Services:						
010	Additional Janitorial Personnel	\$ _____ <i>per hour, per person</i>	\$ _____ <i>per hour, per person</i>	\$ _____ <i>per hour, per person</i>	\$ _____ <i>per hour, per person</i>	\$ _____ <i>per hour, per person</i>

D608-020-RW Project Office Janitorial
SCOPE OF WORK

EXHIBIT B

OFFEROR'S PRIOR EXPERIENCE

PRIOR SERVICES PERFORMED FOR:

ADDRESS _____ CITY _____ STATE _____ ZIP _____
PERSON FAMILIAR WITH PERFORMANCE _____

TITLE _____ TELEPHONE _____

DESCRIPTION OF PRIOR SERVICES PERFORMED:

CONTRACT PERIOD: FROM _____ TO _____

SUMMARY OF SERVICES PERFORMED:

OFFEROR'S PRIOR EXPERIENCE

PRIOR SERVICES PERFORMED FOR:

ADDRESS _____ CITY _____ STATE _____ ZIP _____

PERSON FAMILIAR WITH PERFORMANCE _____

TITLE _____ TELEPHONE _____

DESCRIPTION OF PRIOR SERVICES PERFORMED:

CONTRACT PERIOD: FROM _____ TO _____

SUMMARY OF SERVICES PERFORMED:

D608-020-RW Project Office Janitorial
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EXHIBIT C
PERSONNEL STAFFING

STAFF MEMBER BACKGROUND AND EXPERTISE OF PERSONNEL

1. _____
(NAME)

(TITLE)

2. _____
(NAME)

(TITLE)

3. _____
(NAME)

(TITLE)

4. _____
(NAME)

(TITLE)

5. _____
(NAME)

(TITLE)

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STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFQ/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award 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, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- 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, 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 duly authorized representative of the MHTC, 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.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and

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equipped for such work.

- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeree upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference 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. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

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.
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. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

- c. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.
- d. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Preferences

In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.

By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.

If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.

If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**

In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

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

The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC 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 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 produced by the Contractor in the fulfillment of the contract with the MHTC.

In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

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- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

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 assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

- a.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT 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 MHTC 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 MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

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 MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (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 MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

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SPECIAL TERMS AND CONDITIONS

Insurance

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
 - 1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained if required by law.
 - 2) Public Liability (includes property damage and personal injury):
 - i. Not less than \$400,000 for any one person in a single accident or occurrence.
 - ii. Not less than \$2,000,000 for all claims arising out of a single occurrence.
 - 3) Special Hazard Insurance: As required.
 - 4) Builder's Risk: Not less than the full Contract amount.

Information and Reports

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- a. The Contractor shall submit notarized weekly payroll affidavit documentation included with the project request for payment. The successful vendor must provide a lien waiver from all material suppliers.

Permits, Licenses and Safety Issues

- a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

Award

- a. Award of this bid/quote/proposal will be made on an "Item by item " basis using the "lowest and best" principle of award.

Failure to Execute Contract

- a. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

Notice to Proceed

- a. Within **30 days** after the execution of the contract, a "**Notice to Proceed**" will be issued by the Department. A purchase order will be attached to the "Notice to Proceed," which will specify the date or dates that the Contractor can start delivery, roadway or stockpile delivery and will also include the completion dates. These dates will be in accordance with the dates shown in the proposal.
- b. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- c. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

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Cancellation of Contract

- a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.
- b. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.

Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that per RFP, **per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

Environmental Issues

- a. Attention of the bidder is invited to the **Land Reclamation Act, Chapter 444, Laws of 1971, (House Bill 519)** and the necessity for compliance if applicable.