

**ADDENDUM 001
Request for Bid
Janitorial Services
RFB 90140701RJ**

Bidders should acknowledge receipt of Addendum 001 (ONE) by signing and including it with the original bid. The due date for receipt of bids **has not** changed by this Addendum. Accordingly, the following clarifications, and or additional information, are believed to be of general interest to all potential Bidders. All other terms and conditions remain unchanged and in full force.

Name and Title of Signer (Print or type)	Name and Title of Department Authority Rebecca L. Jackson, CPPO, CPPB General Services Procurement Manager
Contractor/Offeror Signature _____ (Signature of person authorized to sign)	Department of Transportation <i>Rebecca L. Jackson</i> _____ (Authorizing Signature)
Date Signed:	Date Signed: 06/25/2014

Changes throughout the bid specifications are identified using the following:

<i>Paragraph Revised by Addendum 001</i>
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Additions are noted with text in ***Bold Italics***.

Deletions are note with text in parenthesis, ***Bold Italics*** as shown in the following example. [~~***Deletion Example***~~]

Section 2.2.2 – We were asked to define “close proximity” which shall be one (1) hour from service location.

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION

GENERAL SERVICES

830 MoDOT Drive (physical address, zip code 65109)

P.O. Box 270 (mailing address, zip code 65102)

Jefferson City, MO

REQUEST NO.	9-140701RJ	
DATE	June 25, 2014	
PAGE NO.	1	NO. OF PAGES 27

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

2:00 p.m., Local Time, July 1, 2014

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

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

Submit net bid as cash discount stipulations will not be considered

Various MoDOT Locations

DEFINITE DELIVERY DATE SHOULD BE SHOWN. THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

BUYER: Rebecca L. Jackson, CPPO/CPPB

BUYER TELEPHONE: 573-526-7930

BUYER EMAIL:

Rebecca.Jackson@modot.mo.gov

SUPPLIES OR SERVICES
Janitorial Services

To establish a contract to furnish "JANITORIAL SERVICES" with an effective date of Notice to Proceed and ending July 31, 2015, in accordance with the following pages.

Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Return sealed bid to the address shown at the top of this page.

Pre-Bid Conference and Tour of Facilities: A pre-bid conference and tour of facilities regarding this RFB will be held on June 24, 2014, at 8:30 a.m. at 830 MoDOT Drive, Gold Room, Jefferson City, MO.

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date:
Telephone No.:
Fax No.:
Federal I.D. No.
Email Address:

Firm Name:
Address:
By (Signature):
Type/Print Name

Is your firm MBE certified? [] Yes [] No
Form E-103 (Rev. 11-04)

Title:
Is your firm WBE certified? [] Yes [] No
Page 2 of 29

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This document seeks bids from qualified organizations to provide **janitorial services** located in Jefferson City, Missouri with an effective contract period of Notice to Proceed through July 31, 2015, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). One (1) original of each bid and five (5) copies must be mailed or delivered by courier in a sealed envelope to the Buyer at the below listed address, on or before the date and time listed herein for receipt of bids. All questions regarding the RFB shall be submitted to the Buyer no later than June 25, 2014. **Bids must be returned to the office of the Buyer no later than 2:00 p.m., Local Time, July 1, 2014.**

1.1.2 **Buyer: Rebecca L. Jackson, CPPO, CPPB – Procurement Manager
Missouri Department of Transportation, General Services
Office Address (Express Mail or Hand Delivery): 830 MoDOT Drive, Jefferson City, MO 65109
Standard Postal Delivery Address: P.O. Box 270, Jefferson City, MO 65102
PHONE: 573-526-7930 FAX: 573-526-1218**

1.2 General Information:

1.2.1 Organization: This RFB is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work and Contractual Requirements
- 3) Bid Submission and Evaluation
- 4) Pricing Page(s)
- 5) Terms and Conditions
- 6) Exhibits (A through F)

Paragraph Revised by Addendum 001

1.2.2 **Notification to Bidders:** ~~The Bid [9-140619RJJ]~~ will be objectively (Bid Price) evaluated and subjectively (Bidders experience, reliability, expertise and method of performance) evaluated to determine the lowest and best bid for potential award. The bidder should carefully review and respond to the RFB, including all exhibits.

- a. It is the sole responsibility of the Bidder to check for any and all addenda throughout the bid process. Sign and return any and all addenda with the bid package.

1.2.3 The Missouri Department of Transportation, Facilities Division is seeking Janitorial Services in the Jefferson City, Missouri region locations shown on Exhibit A. A bidder must submit documentation supporting bidder's ability to meet the following requirements.

- a. Three (3) consecutive years of proven success providing janitorial services for office building with equivalent square footage per building for those buildings bid on.

1.2.4 MoDOT reserves the right to reject any or all bids, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid, unit prices will govern.

1.2.5 Award shall be made to the bidder who offers the lowest and best bid per location and based upon the published evaluation factors.

1.3 Pre-Bid Conference and Tour of Facilities: A pre-bid conference and tour of facilities regarding this RFB will be held on June 24, 2014, at 8:30 a.m. at 830 MoDOT Drive, Gold Room, Jefferson City, MO.

1.3.1 The bidder should bring a copy of the RFB since it will be used as the agenda for the pre-bid meeting.

1.3.2 All potential bidders are encouraged to attend the Pre-bid Conference as it will be used as the forum for questions, communications, and discussions regarding the Bid. The bidder should become familiar with the bid and develop all questions prior to the conference in order to ask questions.

1.3.3 Amendment to the RFB: Any changes needed as a result of discussions from the Pre-Bid Conference and Bidders questions will be accomplished as an amendment to the RFB. Neither formal minutes of the conference nor written records of the questions/communications will be maintained.

- 1.3.4 Tour of Facilities: A tour of the facilities identified in this request will immediately follow the specification review. The order in which the sites will be toured will be determined at the Pre-Bid Conference.
- The purpose of the tours is to provide bidders with the opportunity to inspect, examine and assess the buildings and to determine any existing conditions and factors of the buildings that may affect the performance of the services required herein.
 - Bidders SHALL NOT be permitted to schedule a tour at a different time or date nor shall the bidders be allowed to communicate with the tenants of the buildings or the division of facilities management other than during the tour.
 - All questions regarding the Request for Bid must be directed to the buyer as shown in Section 1.1.2 above.
- 1.3.5 Bidders are strongly encouraged to advise the Buyer of any special accommodations needed for disabled personnel who will be attending the Pre-Bid conference or tour so that that these accommodations can be made.

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The Bidder shall provide janitorial services and shall provide any required supplemental services in accordance with the provisions and requirements specified herein. Areas may be occupied by MoDOT staff while services are performed.
- 2.1.2 Services shall be provided at the sole satisfaction of MoDOT. MoDOT reserves the right to obtain “like or similar” services, exclusive of the contract, when use of such services is deemed in the best interest of MoDOT.
- 2.1.3 The Bidder shall provide the janitorial services for the cleanable square footage of the buildings as indicated in Exhibit A of this document. However, at any time during the term of the contract, the Bidder shall agree and understand that MoDOT may add or delete areas of the buildings requiring janitorial services, thereby increasing/decreasing the cleanable square footage of the buildings. Any changed, added, or deleted cleanable areas of the buildings shall be accomplished by an amendment to the contract issued by the MHTC.
- 2.1.4 The Bidder must perform all services as required herein in a consistent manner satisfactory to and acceptable by the MHTC in order to provide a clean and sanitary environment for the buildings, the buildings’ contents, buildings’ tenants, and the general public.
- This work is to be performed under the general supervision and direction of MoDOT and, if awarded any portion of the work, the Bidder 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 Bidder in performance of the work.
- 2.1.5 Unless otherwise specified herein or if other days or times are approved by MoDOT, the Bidder shall perform all services identified in these specifications, Monday through Friday, excluding state holidays, beginning and ending at the times shown for each location.
- State Holidays: The following days shall be construed as official **state holidays** under the terms of the contract:

January 1 – New Year’s Day	3rd Monday in January – Martin Luther King Jr’s Birthday
February 12 – Lincoln’s Birthday	3rd Monday in February – Washington’s Birthday
May 8 – Truman’s Birthday	Last Monday in May – Memorial Day
July 4 – Independence Day	1st Monday in September – Labor Day
2nd Monday in October – Columbus Day	November 11 – Veteran’s Day
4th Thursday in November – Thanksgiving Day	December 25 – Christmas Day

- b. 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.

2.1.6 Each facility or portions of a facility shall be cleaned during Day or Night Hours as shown on Exhibit A.

- a. Daytime Cleaning shall be performed from Noon through 3:00 p.m. Most offices requiring cleaning during the day are high profile offices performing their daily tasks. Bidder's employees must represent themselves in a professional manner and appearance.
- b. Nightly Cleaning shall be performed from 4:30 p.m. to 11:00 p.m. All locations must be vacated and any required security devices activated no later than 11:30 p.m.

Paragraph Revised by Addendum 001

- c. ***Variances from this schedule may be authorized by MoDOT at the rates provided in the bid.***

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

2.2 Bidder Qualifications:

- 2.2.1 The Bidder must have, at a minimum, three (3) consecutive years of proven successful experience providing janitorial services for office buildings with equivalent square footage per building for those bid on.
- 2.2.2 The Bidder should have a contract contact person residing within close proximity to the buildings where services are to be provided.

2.3 Equipment, Product, Supply and Material Requirements:

- 2.3.1 The Bidder must maintain, in good repair, all equipment necessary to perform the services required herein.
 - a. All equipment provided by the Bidder must be commercial grade.
 - b. The Bidder must supply vacuum cleaners that meet requirements of the Carpet and Rug Institutes "Green Label" Vacuum Cleaner Criteria and are capable of capturing 96% of particulates 0.3 microns in size and operate with a sound level less than 70 decibels (dBA). (Information on CRI Green Label certification can be found at www.carpet-rug.org.)
 - c. Vacuums must be equipped with the proper filter and/or bag. The filters must be changed or cleaned consistent with the manufacturer's recommendations. Vacuum bags or canisters shall be inspected at least every two hours and changed or replaced when half full or when indicated by a bag sensor, if vacuum is so equipped.
 - d. Whenever day cleaning services are required during business hours, the Bidder shall utilize a vacuum system with "Hush Mode" capabilities similar or equal to the Hoover U5262-900 EmPower Upright Bagless vacuum cleaner with Hush Mode.
 - e. In the event pile lifting is required, the pile lifter must be a commercial quality "pile lifter" pile brush, equipped with a rotary brush and an industrial type two (2) motor commercial vacuum equipped with high efficiency filtration bag (Certified Pile Lifter, Minuteman CC-3 Pile Lifter or comparable).
 - f. The Bidder or the Bidder's personnel shall not plug equipment into state-owned power strips or surge protectors.
 - g. The Bidder must continue normal cleaning operations and required services, even in the event of Bidder's equipment failure.
 - h. MoDOT reserves the right to refuse the use of any equipment that appears to be a hazard or risk.

- 2.3.2 Floor Safety Requirements – The Bidder must provide a sufficient number of floor safety signs and barriers to alert building tenants about any slip/fall hazards created while performing services described in this bid. The floor safety signs must be removed when the potential hazard for a slip/fall has been resolved. To prevent overexposure to the building's tenants, the Bidder shall not use floor safety signs when situations do not warrant a slip/fall hazard.
- 2.3.3 Cleaning Products, Supplies, and Materials (hereinafter referred to as "product(s)") – The Bidder shall agree and understand that the state agency shall have the right to approve/disapprove the use of any product used in the performance of the services required herein.

Paragraph Revised by Addendum 001

- a. MoDOT will provide paper products, **trash can liners**, hand soap and floor mats for refill of dispensers only. The Bidder will pick up the supplies from the MoDOT Distribution Center located at 830 MoDOT Drive, Jefferson City, Missouri between the hours of 8:00 a.m. to 3:00 p.m. Monday through Friday except observed holidays. Bidder must submit an order for the supplies required one business day in advance using the MoDOT provided order form. Orders may be hand delivered, faxed or emailed, however, Bidder is responsible to ensure receipt. Upon expiration, termination, or cancellation of the contract, the Bidder shall return all unused paper products from dispensers
 - b. The Bidder shall only use environmentally preferable products in the performance of the services required herein unless a written exception to this requirement is obtained from MoDOT for a specific product. Failure of the Bidder 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.
 - c. The Bidder shall not use any product which may be injurious or damaging to the surfaces upon which they are applied.
- 2.3.4 The Bidder shall provide a Material Safety Data Sheet for each product/chemical to MoDOT contact personnel (listed on Exhibit A,) at least seventy-two (72) hours prior to the Bidder's use of any product/chemical in any of the MoDOT buildings. The Bidder must maintain a file of the Material Safety Data Sheets on the inside of the door in the MoDOT janitorial closet in the building where the product/chemical is to be stored. The Material Safety Data Sheets shall remain the property of MoDOT.

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- 2.3.5 Upon expiration, termination, or cancellation of the contract, the Bidder shall return all unused ~~paper~~ janitorial products supplied by MoDOT.
- 2.3.6 The Bidder shall be assigned at least one storage closet at each building for storage of equipment and a limited quantity of the products necessary for the building. All equipment and products abandoned by the Bidder, for a period exceeding thirty (30) calendar days following the expiration, termination, or cancellation of the contract, shall become the property of MoDOT.
- 2.4 Minimum Services:** The bidder shall perform the following services at each location and at each frequency identified in Exhibit A in order to keep all surfaces clean and free of dust, cobwebs, spots, spills, scuffs, and other debris, etc.
- 2.4.1 Vacuum all center carpet travel areas including but not limited to, stairwells, desk/cubicle areas, elevator floors, and all entrance and exit rugs/mats. Carpeted floors shall be free of visible particles.
 - 2.4.2 Clean and disinfect all hard surfaces and sinks in kitchens and break rooms.
 - 2.4.3 Sweep all hard surface floors (tile, linoleum and concrete - including all stairwells) using treated brooms or dust mops. Floors shall be free of visible particles.
 - 2.4.4 Wet mop with sanitizing cleaner all hard surface floors (tile, linoleum and concrete - including all stairwells) to give a clean and satisfactory appearance. Floors shall be free of visible mop swirls and visible particles.
 - 2.4.5 Clean all conference room tables with a damp treated cloth.

- 2.4.6 Clean and disinfect microwaves.
 - 2.4.7 Clean both sides of all building entrance doors glass, glass frames and accompanying glass panels including transoms (inside and outside), removing all fingerprints and dirt.
 - 2.4.8 Clean and disinfect all drinking fountains.
 - 2.4.9 Empty all individual wastebaskets, trash, recycling and disposal containers. Place trash and recycled paper in appropriate secured containers. Sanitize and wash wastebaskets when bags have leaked (if needed) and replace plastic liners, as needed or requested.
 - 2.4.10 The Bidder shall dispose of large trash and cardboard recycling items not located in trash receptacles only when **clearly marked** as trash/recycle.
 - 2.4.11 Spot clean all carpet as spots appear.
 - 2.4.13 Remove cobwebs from all ceilings, doors, window sills, ceiling fans, and corners.
 - 2.4.14 Clean and organize janitorial closets after completion of services and before exiting the building.
 - 2.4.15 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
- 2.5 Periodic Services:** The following services shall be performed at each facility, at the duration and/or date specified unless MoDOT approves an alternate schedule. If any services are scheduled to be performed on a state holiday, such work shall be performed the next business day following the state holiday. For facilities cleaned less than daily, Bidder and MoDOT will agree on the day in which the same work is to be performed based upon the needs of those facilities but shall be no less than one time per month.
- 2.5.1 Spray and buff all hard surface floors including stairwells in order to remove scuffs and black marks from floor and baseboards. This task shall be performed one time per week at each location identified on Exhibit A. The bidder and MoDOT shall agree to an identified schedule which must be adhered to through the contract period.
 - 2.5.2 Every Monday – Check all recycling product collection containers. This includes paper, cardboard and beverage containers. If these containers are full, Bidder shall move product/containers to the designated pick up location. Replace collection containers with empty bins if available. Replace plastic bag in beverage container bins.

Paragraph Revised by Addendum 001

- 2.5.3 Every Thursday - Clean all exterior surfaces of all icemakers with stainless steel cleaner and disinfectant on **all** other icemaker surfaces.

Paragraph Revised by Addendum 001

- 2.5.4 Every Monday – Pick up and remove all trash within twenty feet (20') of all entrances/exits to each building and sweep sidewalks. Empty and clean all smoke poles and ash trays. Sand must be added and changed in the smoke poles and ash trays as needed or requested. **Bidder must provide the sand.**
- 2.5.5 Every Wednesday - Thoroughly vacuum all VISIBLE carpet from wall to wall with MODOT approved up right vacuum equipment. This shall include but not be limited to under tables and desks and may require moving chairs, waste cans/recycling boxes, etcetera.
- 2.5.6 Every Thursday – Clean all light switches/plate covers, interior and exterior door handles and elevator operation button panel with a damp sanitizing cloth

- 2.6 Quarterly Services:** The following services shall be performed at each facility, between the first and tenth day of January, April, July and October unless MoDOT approves an alternate schedule. Services must be performed during standard cleaning hours shown in Exhibit A unless MoDOT approves an alternate schedule. **By the 20th of December, March, June and September, Bidder must provide MoDOT the service dates and times work**

will be performed. Depending on the condition of the buildings and the beginning date of the contract, MoDOT may choose to waive the quarterly services or a portion thereof during the original contract period only.

- 2.6.1 Thoroughly scrub all hard surface floor areas including stairwell floors/steps removing all scuffs and black marks from the floors and baseboards. When required scrubbing removes wax to the bare floor hard surface, the bidder shall apply wax to such surfaces.
- 2.6.2 Clean /dust tops of file cabinets, book cases and cabinets; no paper work or personal items are to be removed.
- 2.6.3 Wipe down with stainless steel cleaner both sides of elevator doors and the any interior stainless steel elevator walls.
- 2.7 Semi-Annual Services:** The following services shall be performed at each facility, between the first and tenth day of April and October unless MoDOT approves an alternate schedule. Services must be performed during standard cleaning hours shown in Exhibit A unless MoDOT approves an alternate schedule. **By the 20th of March and September, Bidder must provide MoDOT the service dates and times work will be performed.** Depending on the condition of the buildings and the beginning date of the contract, MoDOT may choose to waive the semi-annual services or a portion thereof during the original contract period only.
 - 2.7.1 Dust all vertical surfaces of office furniture and equipment.
 - 2.7.2 Dust all coat racks.
 - 2.7.3 Dust/clean tops of all partitions and tops of wall-mounted cabinets.
 - 2.7.4 Dust all venetian blinds.
 - 2.7.5 Clean/dust all interior and exterior doors and frames.
 - 2.7.6 Clean both sides of all interior windows of side glass transoms of office doors.
 - 2.7.7 Clean all glass surfaces other than windows.
- 2.8 Annual Services:** The following services shall be performed at each facility, between the first and tenth day of October unless MoDOT approves an alternate schedule. Services must be performed during standard cleaning hours shown in Exhibit A unless MoDOT approves an alternate schedule. **By the 20th of September, Bidder must provide MoDOT the service dates and times work will be performed.** Depending on the condition of the buildings and the beginning date of the contract, MoDOT may choose to waive annual services or a portion thereof during the original contract period only.
 - 2.8.1 Clean all wall surfaces, taking care not to use any liquid or product that will mar or scratch the wall coverings.

Paragraph Revised by Addendum 001

- 2.8.2 Clean/vacuum all **[ceiling]**, window sills, ceiling fans, and **[doors/wall vents] air grates/vents that are not above 10 foot in height.**
- 2.9 Restroom Cleaning:** The Bidder shall clean and disinfect all restrooms at each location identified in Exhibit A. 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"
 - 2.9.1 **Minimum Restroom Cleaning Services:**
 - a. Clean toilet bowls and seats, urinals, hand basins, counter tops, and walls around these fixtures.
 - b. Clean all mirrors, bright work, chrome pipes, and fittings.
 - c. Wet mop all restroom floors using a disinfectant free of streaks and swirls. A dual sided mop bucket is required. Mop water MUST be changed after cleaning each restroom and shall not be used on any other floors.

- d. Clean stall partitions, doors, doorframes, and push plates (all sides).
- e. Dust or wipe all horizontal surfaces.
- f. Empty and clean (inside and out) all trash containers and feminine hygiene receptacles, change all liners daily.
- g. Restock dispensers to normal limits (soap, toilet tissue, paper towels) to avoid product depletion during any given business day.
- h. Remove spots, stains, scuff marks, finger, and handprints from all surfaces.
- i. Remove cobwebs from all ceilings, doors, ceiling fans, and corners.
- j. Report all damage.

2.9.2 **Periodic Restroom Cleaning Services:** The following services shall be performed at each facility, at the duration and/or date specified unless MoDOT approves an alternate schedule. If any services are scheduled to be performed on a state holiday, such work shall be performed the next business day following the state holiday. For facilities cleaned less than daily, Bidder and MoDOT will agree on the day in which the same work is to be performed based upon the needs of those facilities but shall be no less than one time per month.

- a. Every Monday - Clean the air diffusers and spot clean all exposed pipes.
- b. 1st Cleaning of Each Month - Clean and disinfect all walls and machine scrub all floors. When required scrubbing removes wax to the bare floor hard surface, the bidder shall apply wax to such surfaces.

2.10 **Supplemental Services:** The Bidder shall perform following supplemental services at the request of MoDOT. Any such supplemental services requested shall be **in addition** to the services specified herein. The decision as to what constitutes a supplemental service and when a supplemental service is required shall rest solely with MoDOT. All services shall be performed on a schedule agreed to by Bidder and MoDOT with MoDOT having the final determination. Bidder must notify MoDOT if there are any changes to the agreed upon schedule in advance of any changes. These services may require a lot of communication and coordination within MoDOT. MoDOT is responsible for the removal of furniture and equipment if allowable for the work to be performed.

2.10.1 Deep clean carpet via wet extraction method.

2.10.2 Clean and seal concrete floors.

2.10.3 Strip and refinish all hard surface floors with two (2) coats of skid-proof wax.

2.10.4 Spray and buff hard surface floors in order to remove scuffs and black marks from floor and baseboards if and when requested for special meetings. Services shall be performed with one day notice and at the time requested.

2.10.5 Deep clean via wet extraction method upholstered manager/desk chair.

2.10.6 Deep clean via wet extraction method upholstered side chair.

2.10.7 Construction Clean Up: This service may be a one-time request or on going. The number of hours and cleaning time will be provided to bidder at time of request. Services may include but not be limited to the removal of debris and waste, dust and detail all surfaces, and heavy carpet vacuuming.

2.10.8 Hourly Personnel: The Bidder shall provide janitorial personnel on an as needed basis, for janitorial related services not required or described elsewhere in the bid document.

2.11 Reporting Requirements:

2.11.1 The Bidder must utilize Exhibit B, MoDOT Janitorial Services Log, for reporting purposes throughout the contract period. For each item performed, the employee as well as their supervisor shall initial the work performed on the appropriate log date. Omission of the proper initials may be proof that work was not performed as required. The

MoDOT Janitorial Services Log must be kept in the inside of MoDOT's janitorial closet in the space provided. The MoDOT Janitorial Services Log must be submitted with each invoice at the end of each month.

- a. The Bidder shall maintain a daily log of all services performed on that day. This daily log shall also reference any abnormal or unusual conditions affecting the physical and material aspects of the building or its contents such as unlocked doors, breakage, damage, and/or any mitigating circumstances that prevented the Bidder's employees from performing the contractual service

2.11.2 The Bidder must immediately report any damage caused by Bidder and their employees. Immediately shall be defined by the severity of the damage. If the issue must be addressed by MoDOT immediately to avoid any further damage to our facilities or employees, Bidder must contact the MoDOT representative at the time the damage occurs. Other damages must be reported to the MoDOT representative the following business day.

- a. The Bidder 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 Bidder or the Bidder's employees while working on the building's premises.

Paragraph Revised by Addendum 001

2.12 Personnel [~~and Security Requirements~~]:

2.12.1 The Bidder, or the Bidder's designee, 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.

- a. The Bidder's designee must have the express authority to speak on behalf of the Bidder and to make decisions on the behalf of the Bidder.
- b. No later than ten (10) calendar days after contract award, the Bidder shall provide MoDOT with the name, address, and telephone number of the Bidder's designee.

Paragraph Revised by Addendum 001

2.12.2 Working Supervisor: ~~**[The Bidder shall provide a working supervisor who shall be located on-site and shall provide a minimum of forty (40) hours of service at times indicated by MoDOT.]**~~ **The Bidder shall provide an on-site (s) working supervisor who shall provide service at times agreed to by MoDOT and Bidder. Supervisor is responsible for initialing the janitorial service log following each cleaning.** The supervisor must have at least two (2) years of recent experience in directing cleaning type operations in a supervisory capacity for buildings of the approximate size and characteristics of MoDOT's buildings. The Bidder's working supervisor shall, at a minimum, be responsible for the following:

- a. On-site supervision of employees performing janitorial services.
- b. Inspect services performed each day to ensure all requirements are completed satisfactorily and in accordance with the bid terms and conditions.
- c. Train and assign duties for the Bidder's employees as necessary.
- d. Maintain a positive working relationship with MoDOT employees, the tenants of the building, and the general public.
- e. Insure the required reports are submitted as required, or as needed.
- f. Coordinate with MoDOT's contact person on a daily basis regarding problems and/or other directions.
- g. Meet, when requested, with the MoDOT contact person during normal business hours (7:30 a.m. to 4:00 p.m.) to discuss janitorial services. Such meetings may be requested by either party when requested but no more than one time per week.

2.12.2 MoDOT reserves the right to approve or disapprove appointment of any of the Bidder's employees and/or approve or disapprove access to any location for any reason. MoDOT also reserves the right to request

replacement of any of the Bidder's employees. Unless the situation with the Bidder's employee(s) requires immediate replacement, MoDOT will attempt to give the Bidder a minimum of fourteen (14) calendar days after notification to replace any unsatisfactory employee(s).

- 2.12.3 The Bidder and each of the Bidder's employees assigned to the contract must have a security clearance approved by MoDOT in order to provide service under the contract. The Bidder must obtain each of the required security clearances from their State Highway Patrol.
- a. No later than fifteen (15) calendar days after notification of award, the Bidder shall provide MoDOT with a copy of the security clearance information obtained from their State Highway Patrol for each employee performing services for MoDOT along with a completed "Authorization for Release of Information Form and Confidentiality Oath" individually signed by the Bidder and each current or anticipated employee who shall be assigned to the contract.
 - b. Two business days prior to utilizing a new employee, the Bidder must provide MoDOT with an approved security clearance and an executed "Authorization for Release of Information, and Confidentiality Oath" for security clearance review. The proposed employee is not allowed to enter any MoDOT buildings and work until notification of approval by MoDOT is given.
- 2.12.4 The Bidder's personnel shall only be allowed in work areas to which they are assigned. The Bidder's personnel shall only take rest breaks in break rooms.
- 2.12.5 The Bidder must ensure that each of the Bidder's employees are appropriately dressed while on-site and including an article of clothing that clearly identifies their affiliation with the Bidder and also includes a visible picture ID tag at all times.
- 2.12.6 The Bidder's employees shall not loiter in the buildings nor smoke anywhere in the buildings.
- 2.12.7 The Bidder shall not use nor allow the Bidder's employees to use any MoDOT telephones and/or equipment in the building except for the beverage and snack vending machines.
- 2.12.8 The Bidder shall not adjust and/or use, nor allow the Bidder's employees to adjust and/or use, those personal items belonging to MoDOT employees (i.e. radios, decorative accessories, etc.).
- 2.12.9 The Bidder shall not adjust and/or use, nor allow the Bidder's employees to adjust and/or use, office furniture utilized by MoDOT employees (i.e. chairs, desks, etc.).

Paragraph Revised by Addendum 001

[2-11] 2.13 Security Requirements:

- 2.13.1 The Bidder shall provide MoDOT with an updated employee list indicating any and all MoDOT buildings each of their employees is assigned to. This list must be provided no later than the 5th day of each month, even when no staff changes have occurred, and each time the Bidder makes a staff change.
- 2.13.2 The Bidder shall, within five (5) days of contract award, provide MoDOT with the name, address, e-mail address, and telephone number of at least two (2) of the Bidder's representative servicing the contract.
- a. These contacts shall be made available, at the telephone numbers provided, between the hours of 7:00 a.m. and 11:00 p.m. in order for MoDOT staff to report problems with services provided herein. Should such a problem arise which needs immediate response, the Bidder shall have their employee(s) on site at the MoDOT location where the problem exists within one (1) hour of the reported problem. Determination of problems needing immediate response is at the sole discretion of MoDOT.

- b. The Bidder shall be responsible for excluding all unauthorized persons from entering the building and for keeping the building locked after 4:00 p.m. while the Bidder or the Bidder's employees are on the premises.
 - 1) Employees of the Bidder shall not be allowed to bring friends or family members into MoDOT facilities. The Bidder shall ensure that only authorized employees of the Bidder are permitted access to MoDOT facilities to conduct janitorial duties only.
 - 2) The Bidder and the Bidder's employees shall not carry firearms or any other lethal weapons inside any MoDOT building.

2.13.3 When the Bidder and/or the Bidder's employees leave an unoccupied MoDOT building, the Bidder shall ensure all doors are locked and all lights are turned off, except those lights specified to be left on. In addition, if the building contains other security system(s), the Bidder shall activate the system(s) according to instructions in order to protect the security of the building.

2.13.4 The Bidder shall be issued keys and/or electronic cards to all areas in which janitorial services shall be performed. The Bidder must take care of and not lose any such keys and/or electronic cards nor shall the Bidder's employees who are issued access cards be allowed to loan the cards to anyone else. If additional keys are issued for lost keys, MoDOT will charge the Bidder \$35 per lost key. In addition, the Bidder shall not duplicate any of the keys and/or electronic cards issued to the Bidder. If evidence of duplication is ascertained beyond reasonable doubt, MoDOT shall have the right to immediately replace the locks and all keys and/or electronic cards and to charge the Bidder for such replacement

- a. At the expiration/cancellation of the contract, the Bidder must surrender all keys and/or electronic cards originally issued to the Bidder by MoDOT. Any payments due the Bidder shall be withheld until the Bidder has surrendered all keys and/or electronic cards issued. In the event all keys and/or electronic cards are not returned, the Bidder shall pay MoDOT for the actual costs incurred for the replacement of all locks and keys and/or electronic cards, including keys and/or electronic cards held by the building tenants.
- b. In addition, in the event the Bidder or a Bidder's employee loses a key(s) and/or electronic card(s), the Bidder must notify MoDOT within one (1) working day from the date the loss is discovered. The Bidder shall pay MoDOT for the actual costs incurred for the replacement of all locks and keys and/or electronic cards, including keys and/or electronic cards held by the building tenants.

2.13.5 Employees of the Bidder shall not attempt to circumvent any security process or system within MoDOT facilities including, but not necessarily limited to, propping open doors within MoDOT facilities.

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

Paragraph Revised by Addendum 001

2.13.7 Bidder must notify MoDOT any time they become aware of information that could impact the security access authorization previously granted to Bidder's employee(s). MoDOT will determine if access authorization is continued, suspended or revoked.

2.14 Contract/Purchase Order:

2.14.1 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 Bidder and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Bidder 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

2.15 Invoicing and Payment Requirements:

- 2.15.1 The Bidder shall submit an itemized invoice to the appropriate MoDOT contact person for completion of deliverables at each location, as specified herein.
- 2.15.2 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.
- 2.15.3 The Bidder shall understand and agree MoDOT reserves the right to make contract payments to the Bidder through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the Bidder must return a completed state Vendor Input ACH/EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Each Bidder invoice must be on the Bidder's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's Vendor Payment Website to enable the Bidder to properly apply state payments to invoices. The Bidder must comply with all other invoicing requirements stated in the RFB.
- 2.15.4 The Bidder shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of services specified herein and acceptance by MoDOT.
- 2.15.5 Other than the payment specified above, no other payments or reimbursements shall be made to the Bidder for any reason whatsoever.
- 2.15.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The MHTC shall not make any advance deposits.
- 2.16 Other Contractual Requirements:**
- 2.16.1 Contract Period - The contract shall commence from the date of Notice to Proceed until **July 31, 2015**, with up to three (3) one-year renewal option periods, or any portion therein. If the option for renewal is exercised by MoDOT, the Bidder shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.
- 2.16.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the Bidder shall agree that the percentages for the renewal period shall not exceed the maximum percentage for the applicable renewal period stated herein.
- a. If renewal percentages are not provided, the prices during renewal periods shall be the same as during the original contract period.
 - b. MoDOT does not automatically exercise its option for renewal based upon the maximum percentage of increase without documented justification supporting an increase, and reserves the right to offer or to request renewal of the contract at a percentage less than the maximum percentage stated.
 - c. In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.
- 2.16.3 Escalation Clause - In the event the Bidder requests a price increase during the contract period, either the original contract period or any contract renewal period, the Bidder must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the Bidder's written request and documentation, and decide if a price increase is to be granted at that particular time. The Bidder shall understand and agree that MoDOT's decision shall be final and without recourse.
- a. No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract renewal period.
 - b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.
- 2.16.4 Insurance Requirements

- a. The bidder is directed to the “*Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions*” attached to the bid documents, regarding the amount and types of insurance certificates required to be submitted by the Bidder.

3. BID SUBMISSION

3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope/package clearly marked “Janitorial Services”.
- 3.1.2 All bids must be received at the office of the Buyer as outlined in Section 1. “INTRODUCTION AND GENERAL INFORMATION”.
- 3.1.3 The bidder may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the date and time specified for the opening of bids.
- 3.1.4 Open Competition / Request For Bid Document:
 - a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
 - b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
 - c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
 - d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

3.2 Evaluation and Award Process:

- 3.2.1 After determining a bid satisfies the mandatory requirements stated in the Request for Bid, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the bid in accordance with the evaluation criteria stated below. The contract shall be awarded to the lowest and best bid.
 - a. Cost - 50 points
 - b. Experience and Reliability and Expertise of Personnel - 25 points
 - c. Method of Performance - 25 points

3.3 Evaluation of Cost:

- 3.3.1 The Bidder must provide pricing as required in Section 4 on the Pricing Page.

3.3.2 Objective Evaluation of Cost – The objective evaluation of cost shall be based upon the sum of the following and be conducted as follows:

- a. Janitorial Services - The total annual cost shall be determined based on the firm, fixed per square foot, per month prices stated on the Pricing Page for Janitorial Services and the total cleanable square footage shown in Exhibit A. If it is in the best interest of MoDOT to evaluate each location or a group of locations separately, the cleanable square footage of the chosen locations as shown in Exhibit A will be used.
- b. Supplemental Services - The total annual cost shall be determined using the prices stated on the Pricing Page for Supplemental Services and the annual quantities listed below:
 - Deep carpet cleaning and water extraction services - 1,000 square feet.
 - Clean and seal concrete flooring services - 1,000 square feet.
 - Hard floor cleaning, stripping and refinishing - 1,000 square feet.
 - Hard floor cleaning, spraying and buffing - 1,000 square feet.
 - Deep cleaning of 5 upholstered desk chairs
 - Deep cleaning of 5 upholstered side chairs
 - Construction clean-up of 80 Hours
 - Additional janitorial personnel for 50 hours

Lowest Responsive Bidder's Price (a.+b.)		50		Assigned
Compared Bidder's Price (a.+b.)	X	Points	=	Cost
				Points

- c. The evaluation of cost may include the original contract period and any potential renewal periods.
- d. 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.

3.4 Evaluation of Bidders Experience and Reliability and Expertise of Personnel (25 Points):

3.4.1 Experience and reliability of the Bidder will be considered subjectively in the evaluation process. Therefore, the Bidder is advised to submit information documenting the Bidder's experience in past performances, especially those performances related to the requirements of this Bid. If the bid includes work by subcontractor's, the same information must be submitted.

Paragraph Revised by Addendum 001

- a. Experience - The Bidder must provide a list of ~~[all contracts held the last three (3) years]~~ **the five most recent terminated contracts** for janitorial services provided at office buildings similar in size and scope for those locations bid. This information shall include a brief description of the facility, type of building (Office, Warehouse, School, etc.), dates services provided, contact name, email address and telephone as well as the service location and total square footage cleaned along with a brief description of the Bidders cleaning responsibilities.
- b. As part of the evaluation process, MoDOT may contact the Bidder's references, including references not listed or identified within the bid but who have current or previous experiences with the Bidder, to verify and confirm successful experience.

3.4.2 The qualifications of the personnel to perform the requirements of this bid, whether from the Bidders organization or from a subcontractor, will be subjectively evaluated. Therefore, the Bidder should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

- a. Personnel Expertise – To evaluate personnel expertise, Bidder must provide the following information for all employees to be utilized in providing the services required in the bid. Information at a minimum shall include the employee name and description of past experience.
 - 1) The information provided should be structured to emphasize relevant qualifications and experience of the personnel in completing previous contracts/performing services of a similar size and scope to the requirements of this RFB.
 - 2) 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 MoDOT.
- b. Personnel Qualifications - If personnel are not yet hired, the Bidder 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.

3.5 Evaluation of Method of Performance (25 Points) - Proposals will be subjectively evaluated based on the Bidder's plan for performing the requirements of the bid. Therefore, the Bidder should present information which demonstrates the method or manner in which the Bidder proposes to satisfy these requirements and which confirms the Bidders ability to satisfy the requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

Paragraph Revised by Addendum 001

- 3.5.1 Description of Proposed Services – For each facility bid, the number of employees, expected time required to complete all tasks must be provided. Bidder must also include a complete list of bidder supplied equipment required to complete the work. Unless a particular requirement isn't conducive to elaboration, each paragraph within the **Scope of Work (Section 2)** may be addressed by writing a description of how, when, and by whom the requirement will be satisfied and otherwise detailing the Bidders understanding of the requirements and ability and methodology to successfully perform. ~~**[This description should include the number of staff members required to perform the work and the duration of time it will take them to perform the work in each location to meet the minimum requirements of this bid.]**~~ Bidders should not simply repeat or concur with the statements shown in Section 2 above.

4. PRICING PAGES

4.1 Janitorial Services

The Bidder shall provide a firm, fixed prices as specified in the table below, for the original contract period for providing all janitorial services in accordance with the provisions and requirements specified herein, except for the Supplemental Services at section VIII, Supplemental Service Requirements, which are priced on the pricing page which follows. All costs associated with providing the required services shall be included in the stated prices.

For purposes of calculating Monthly pricing, an average of 30 days per month shall be assumed.

Item #	Description	Square Foot Cost Per Month (Unit Price)	Total Estimated Square Footage	Firm Fixed Price per Month
4.1.1	105 W. Capitol (Location #1/#2)	\$ _____	87,918	\$ _____ (Unit Price X Total Square Footage)
4.1.2	601 W. Main (Locations #3 through #6)	\$ _____	44,843	\$ _____ (Unit Price X Total Square Footage)
4.1.3	754 MoDOT Drive (Location #7)	\$ _____	400	\$ _____ (Unit Price X Total Square Footage)
4.1.4	830 MoDOT Drive (Locations #8/#9)	\$ _____	34,020	\$ _____ (Unit Price X Total Square Footage)
4.1.5	910 MoDOT Drive (Location #10)	\$ _____	1,784	\$ _____ (Unit Price X Total Square Footage)
4.1.6	930 MoDOT Drive (Location #11)	\$ _____	944	\$ _____ (Unit Price X Total Square Footage)
4.1.7	1617 Missouri Blvd (Location #12)	\$ _____	51,928	\$ _____ (Unit Price X Total Square Footage)
4.1.8	Memorial Airport (Location #13)	\$ _____	600	\$ _____ (Unit Price X Total Square Footage)
4.1.9	1320 Creek Trail Dr. (Location #14)	\$ _____	16,469	\$ _____ (Unit Price X Total Square Footage)

4.2 Supplemental Services

The Bidder shall provide firm-fixed pricing in the table below for each of the supplemental services in accordance with the provisions and requirements specified herein. All costs associated with providing the required services shall be included in the stated firm-fixed prices.

Paragraph Revised by Addendum 001

Item #	Description	Firm-Fixed Price
4.2.1	Deep clean carpet/water extraction	\$ _____ Per Square Foot
4.2.2	Clean and seal concrete floors	\$ _____ Per Square Foot
4.2.3	Strip and refinish hard surface floors w/2 coats of skid-proof wax	\$ _____ Per Square Foot
4.2.4	Spray and buff hard surface floors	\$ _____ Per Square Foot
4.2.5	Deep clean management/desk chair	\$ _____ Per chair
4.2.6	Deep clean upholstered side chair	\$ _____ Per Chair
4.2.8 4.2.7	Construction clean-up	\$ _____ Per Hour, Per Person
4.200 8} 4.2.8	Hourly Personnel	\$ _____ Per Hour, Per Person

4.3 BID LIMITATION

The Bidder shall provide, in the table below, their maximum number of square feet they have the capacity to provide the services described herein. The MHTC will award by building(s) or building grouping(s) in a manner that is most advantageous to MoDOT, based on cost.

DAILY DAY TIME CLEANING	DAILY NIGHT TIME CLEANING
<hr/> MAXIMUM NUMBER OF SQUARE FEET	<hr/> MAXIMUM NUMBER OF SQUARE FEET

 Name of the Bidder's Firm Signature of Authorized Representative Date Signed

4.4 Renewal Periods: The bidder shall provide below the maximum percentage of increase or decrease for the renewal periods. The percentage shall be computed against the **original contract period prices** for each renewal period. If a renewal percentage is not provided, the prices for the renewal periods shall be the same as the original contract period.

- 1st Renewal Period** _____% of maximum increase and/or _____% of maximum decrease.
- 2nd Renewal Period** _____% of maximum increase and/or _____% of maximum decrease.
- 3rd Renewal Period** _____% of maximum increase and/or _____% of maximum decrease.

 Name of the Bidder's Firm Signature of Authorized Representative Date Signed

4.5 How many days will it take your firm to have all staff and equipment in place for full operation following a contract award? _____

Missouri Highways and Transportation Commission

Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these “Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions” are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder’s attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids and the award of the contract pursuant to this solicitation.
- b. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the “Americans with Disabilities Act” (42 U.S.C. Section 12101, *et seq.*)
- b. **Sanctions for Noncompliance:** In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this contract, MHTC 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, the Bidder 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 bid response, and (3) the MHTC’s acceptance of the bid by post-award contract or purchase order.
- 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 notice to proceed and/or purchase order.

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 exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, 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 MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. 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 MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order:

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri’s position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) “By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.”
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Accepted: 05/16/11
Updated: 04/18/11

Missouri Highways and Transportation Commission
Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions

Preferences

In the evaluation of bids, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**", **Exhibit D**, must be completed and returned with the solicitation documents.

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing 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.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (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.

Status of Independent Contractor

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.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, 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 Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

MHTC 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 Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, and worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$1,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$1,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

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 MHTC. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MHTC and accompanied by documentation showing that the organization which will perform the work is particularly experienced and 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.

Accepted: 05/16/11

Updated: 04/18/11

Missouri Highways and Transportation Commission
Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions

Prohibition Of Employment Of Unauthorized Aliens:

- a. **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
- 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
 - 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as **Exhibit E**.
- b. **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as **Exhibit F**.

Accepted: 05/16/11
Updated: 04/18/11

EXHIBIT A

Location Data/Estimated Square Footage/Building Fixtures

Location	Carpet Sq Ft	Tile/Linoleum Sq Ft	Concrete Sq Ft	Cleaning Time	Frequency	Building Fixtures			
						Sinks	Stools	Urinals	Showers
#1 105 W. Capitol Avenue, Central Office (CO) SECURED AREAS - Audits and Investigations, Benefits and Financial Services Director's Office and Supply Closet	5,163			Day	Daily				
#2 105 W. Capitol Avenue, Central Office (CO) ALL OTHER AREAS	65,659	17,096		Night	Daily	49	42	14	
#3 601 West Main Garage Annex - Archives (CO)	1,443			Day	1X/Week				
#4 601 West Main Garage Annex - Archives (CO)			9,552	Day	1X/Month				
#5 601 West Main Garage Annex (CO)	19,030	2,800		Night	Daily	14	16	5	
#6 601 West Main Training Center (CO)	8,830	3,188		Night	Daily	11	10	4	
#7 754 MoDOT Drive, Sign Shop (CO)		400		Day	1X/Week	4	4	2	
#8 830 MoDOT Drive (CO), Warehouse	1,264		80	Day	Daily	1	1		
#9 830 MoDOT Drive (CO), Main building/garage offices	25,760	6,916		Night	Daily	17	13	7	1
#10 910 MoDOT Drive, Bridge Maintenance (CO)	1,184	600		Day	2X/Week	3	3	2	
#11 930 MoDOT Drive (CO)	344	600		Day	2X/Week	2	2		
#12 1617 Missouri Blvd., Lab (CO)	11,411	32,414	8,103	Night	Daily	19	21	6	2
#13 Memorial Airport – Hanger (CO)	600			Day	1X/Week	1	1		
#14 1320 Creek Trail Drive (CO) - Only through August 31, 2014 - Lease Expires	14,309	2,160		Night	Daily	3	3	1	

EXHIBIT B
MoDOT's Janitorial Services Log

Building Name:

For Month of:

Daily Requirements Log

Description of Services Performed (Per Section 2.4):	Date of Services Performed				
Vacuum all center carpet and mats					
Clean kitchens & break rooms					
Sweep hard surface floors (incl. stairwells)					
Wet mop and sanitize hard surface floors (incl. stairwells)					
Clean all conference room tables					
Clean & disinfect microwaves					
Clean all doors & frames (incl. elevator doors & walls)					
Clean & disinfect drinking fountains					
Empty wastebaskets & recycled items to appropriate disposal containers					
Remove all large trash and recycle to appropriate disposal (clearly marked as such)					
Spot clean carpet (rugs & mats)					
Remove all cobwebs (ceilings, doors, window sills, ceiling fans, etc.)					
Clean and organize janitorial closets					
Any other cleaning duties as a result of accidental spilling of office materials or supplies.					
Restroom Description of Services Performed (Per Section 2.9)					
Clean toilet bowls, seats, urinals, hand basins, counter tops, and walls around fixtures					
Clean all mirrors, bright work, chrome pipes and fittings					
Wet mop floors with disinfectant & clean mop head					
Clean stall partitions, doors, push plates & doorframes					
Dust/wipe all horizontal surfaces					
Empty & clean (inside/out) trash containers, change liners					
Restock dispensers (soap, toilet paper, and paper towels) to avoid product depletion before next cleaning					
Remove spots, stains, scuff marks, finger & handprints from all surfaces					
Remove all cobwebs from all ceilings, doors, ceiling fans and corners					
Report all damage					

Periodic Requirements Log

Description of Services Performed (Per Section 2.5):	Date of Services Performed				
1 X per Week - Spray and buff all hard surface floors including stairwells in order to remove scuffs from floor and baseboards					
Every Monday - Handle recycling product collection containers					
Every Thursday - Clean icemakers					
Every Monday - Pick up exterior trash and empty smoke poles and ash trays.					
Every Wednesday - Wall to wall vacuuming					
Every Thursday - Clean all light switches/plate covers, door handles and elevator button panel.					
Restroom Description of Services Performed (Per Section 2.9.2)					
Every Monday - Clean air diffusers and all exposed pipes.					
1st Cleaning Each Month - Clean and disinfect all walls and machine scrub all floors.					

EXHIBIT B

MoDOT's Janitorial Services Log

Building Name:

For Month of:

Quarterly Requirements Log

	Date of Services Performed				
Description of Services Performed (Per Section 2.6):					
Thoroughly scrub all hard surface floor areas, including stairwell floors/steps removing all scuffs from floors and baseboards					
Clean/dust tops of all file cabinets, book cases and cabinets					
Wipe down with stainless steel cleaner both sides of elevator doors and walls					

Semi-Annual Requirements Log

	Date of Services Performed				
Description of Services Performed (Per Section 2.7):					
Dust all vertical surfaces of office furniture and equip					
Dust all coat racks					
Dust/clean tops of all partitions and tops of wall-mounted cabinets					
Dust all venetian/mini blinds					
Clean/dust all interior and exterior doors and frames					
Clean both sides of interior windows of doors					
Clean glass surfaces other than windows					

Annual Requirements Log

	Date of Services Performed				
Description of Services Performed (Per Section 2.8):					
Clean all wall surfaces					
Clean/vacuum all ceiling, doors, and wall vents					

EXHIBIT C
NOTICE OF COOPERATIVE PURCHASING

MODOT IS INTERESTED IN ASSISTING MISSOURI GOVERNMENTAL ENTITIES, ETC. IN PURCHASING EQUIPMENT, VARIOUS MATERIALS, AND SUPPLIES THAT MEET THE MISSOURI DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.

Each bidder is asked to indicate below whether they would be willing to offer **Central Office Janitorial Services** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to MoDOT.

It is understood MoDOT will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **Central Office Janitorial Services** meeting MoDOT specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES _____ NO _____

If the price varies throughout the state on MoDOT bids because of different delivery destinations, please indicate the price F.O.B. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

E-MAIL _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

EXHIBIT D

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information - All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
For Corporations - State in which incorporated:	For Others - State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

Preference Certification - All bidders must furnish ALL applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

<u>Item (or item number)</u>	<u>Location Where Item is Manufactured or Produced</u>

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.***

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

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.

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service Disabled Veteran Business

EXHIBIT E

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

(For joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On the ____ 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, stated as follows:

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

• I, the Affiant, 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, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). 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.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any 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, the Affiant, 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 Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

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

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

Notary Public

My commission expires:

[Documentation of enrollment/participation in a federal work authorization program to be attached]

