

GENERAL SERVICES

830 MoDOT Drive (physical address, zip code 65109)

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

Jefferson City, MO

REQUEST NO.	9-131219BR	
DATE	December 3, 2013	
PAGE NO.	1	NO. OF PAGES 18

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

2:00 p.m., Local Time, December 19, 2013

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: Beth Rodeman

BUYER TELEPHONE: 573-526-2744

BUYER EMAIL:

Elizabeth.Rodeman@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 December 31, 2014, 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.

(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

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This Request for Bid (RFB) seeks bids from qualified organizations to provide **janitorial services** located in Jefferson City, Missouri with an effective contract period of Notice to Proceed through December 31, 2014, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). One (1) original of each bid 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. **Bids must be returned to the office of the Buyer no later than 2:00 p.m., Local Time, CDST, December 19, 2013.**

1.1.2 **Pre-Bid Conference and Tour of Facilities: A pre-bid conference and tour of facilities regarding this RFB will be held on December 12, 2013, at 8:30 a.m. at 830 MoDOT Drive, Jefferson City, MO.** While it is not mandatory, Bidders are strongly encouraged to attend since information relating to this RFB will be discussed in detail. Bidders should bring a copy of the RFB as it will be used as the agenda. The purpose of the tour is to allow potential Bidders an opportunity to inspect the buildings prior to submitting a bid. **POTENTIAL BIDDERS SHALL NOT BE PERMITTED TO SCHEDULE A TOUR AT A DIFFERENT TIME OR DATE.**

1.1.3 **BUYER: BETH RODEMAN, GENERAL SERVICES SPECIALIST**
Missouri Department of Transportation, General Services
830 MoDOT Drive (physical address, zip 65109)
P.O. Box 270 (mailing address, zip 65102)
Jefferson City, MO

PHONE: 573-526-2744

FAX: 573-526-1218

1.2 General Information:

1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of janitorial services as set forth herein

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

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

1.3 Bid forms and information:

- 1.3.1 Bid forms may be obtained by contacting Beth Rodeman at 573-526-2744, elizabeth.rodeman@modot.mo.gov, or by electronically downloading them at no charge from http://modot.mo.gov/business/contractor_resources/FacilitiesConstructionandMaintenance.htm.
- 1.3.2 **Written Questions:** All questions should be submitted in writing to Beth Rodeman no later than 2:00 p.m., Local Time, CST, Friday, December 13, 2013, at elizabeth.rodeman@modot.mo.gov, or the address shown above. Questions received after this deadline may not be responded to. Applicable addendum(s) will be posted at MoDOT's website at: http://modot.mo.gov/business/contractor_resources/FacilitiesConstructionandMaintenance.htm.
- 1.3.3 **Notice to Bidders:** 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.

1.4 Definitions:

- a. **Daily:** When the term "Daily" is used herein, it shall refer to business days of Monday through Friday, excluding state holidays.

1.5 FINAL CHECKLIST BEFORE SUBMITTING BID:

- ____ 1. Complete the Pricing Pages by filling in the total dollar amount(s) of the bid, signing the bid, and supplying the required information in connection with the signature.
- ____ 2. Complete the VENDOR INFORMATION and PREFERENCE CERTIFICATION FORM
- ____ 3. Complete the form that is applicable to your company. Either the:
ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT (for use by corporations)
or the
APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP
- ____ 4. Complete the NOTICE OF COOPERATIVE PURCHASING Form
- ____ 5. If an addendum (addenda) is issued attach a signed original(s) to the back of the bid package

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The Bidder shall provide janitorial services for the MHTC and MoDOT, in accordance with the provisions and requirements stated herein.
- 2.1.2 The Bidder shall provide all services to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT reserves the right to obtain "like or similar" services as specified herein, exclusive of the contract, when use of such services is deemed in the best interest of MoDOT.
- 2.1.4 Unless otherwise specified herein, the Bidder shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the services required herein.
- 2.1.5 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.
- 2.1.6 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.
- 2.1.7 State Holidays:

- a. The following days shall be construed as official **state 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

- 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.

2.2 Specific Requirements:

- 2.2.1 The Bidder shall provide MoDOT with janitorial services in accordance with the following.
 - a. **Services:** The Bidder shall provide the following services:
 - I. The Bidder shall provide janitorial services for the buildings identified in **Exhibit A, Locations and Approximate Square Footage**, in accordance with the requirements and specifications stated herein. MHTC reserves the right to offer multiple awards for this RFB. MoDOT reserves the right to terminate this service contract if agreement is not reached between MoDOT and the Bidder.
 - A. MoDOT reserves the right to adjust the square footage cleaned at any MoDOT upon 30 days of notification.

- II. The Bidder 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.
- III. The Bidder shall provide services for all areas of the buildings specified by MoDOT in Exhibit A. Such areas shall be all occupied areas, unless otherwise specified by MoDOT during the tour of the buildings described in the General Description and Background Information section of this document. However, at any time during the effective period of the contract, MoDOT reserves the right to change, add, or delete areas of the buildings for which the Bidder shall provide services. MoDOT also reserves the right to add additional buildings or remove existing buildings from the contract. In such event, payment to the Bidder shall be adjusted as specified in the Payment and Invoicing Requirements section of this document.
- IV. The Bidder must utilize Exhibit B, MoDOT Janitorial Services Log, for reporting purposes throughout the contract period. The MoDOT Janitorial Services Log should 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.

b. **Specific Requirements:** The Bidder shall perform the following services:

I. Equipment and Supplies:

- A. The Bidder must furnish and maintain, in good repair, all equipment, including, but not limited to, mops, brooms, vacuums, etc., and any other equipment necessary to perform the requirements of the contract.
 - 1) The Bidder may either own or rent, at the Bidder's expense, equipment for performing the requirements of the contract.
- 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 products, supplies, or equipment which may be injurious or damaging to the surfaces on which they shall be applied.
- D. 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.
- E. MoDOT will provide at least one (1) storage closet for supplies/materials at each building site, as designated by MoDOT.
- F. MoDOT will provide paper products, hand soap and floor mats for refill of dispensers only. The Bidder will pick up the supplies from the MoDOT Distribution Center.

II. Daily Requirements:

- A. The Bidder 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.
- B. The Bidder shall perform the following daily tasks five (5) nights each week, Monday through Friday, excluding state holidays, between the hours of 3:00 p.m. and 11:00 p.m., for each building, unless otherwise specified. Refer to Exhibit C, Cleaning Time Requirements for Secured Areas In Applicable Buildings for cleaning times for secured areas of affected buildings.

- 1) Vacuum all center carpet travel areas, personnel desk areas, and elevator floors, including all entrance and exit rugs/mats.
 - 2) Cleaning all kitchens and break rooms which must include washing and disinfecting all hard surfaces.
 - 3) Sweep all hard surface floors using treated brooms or dust mops.
 - 4) Wet mop with sanitizing cleaner all hard surface floors to give a clean and satisfactory appearance.
 - 5) Using a damp treated cloth, wipe all conference room tables.
 - 6) Clean and disinfect microwaves.
 - 7) Clean both sides of entrance door glass, glass frames and accompanying glass panels including transoms (inside and outside), removing all fingerprints and dirt.
 - 8) Clean and disinfect all drinking fountains.
 - 9) Empty all wastebaskets, trash, 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.
 - 10) The Bidder shall dispose of large trash items not located in trash receptacles only when **clearly marked** as trash.
 - 11) Spot clean all carpet as spots appear.
 - 12) Thoroughly sweep all stairwells using treated brooms or dust mops.
 - 13) Remove cobwebs from all ceilings, doors, ceiling fans, and corners within each building.
 - 14) Clean janitorial closets after completion of the daily tasks and before exiting the building.
- C. Also on a daily basis, the Bidder 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.

III. Weekly Requirements:

- A. The Bidder shall perform the following tasks at least one time every week on the day of the week as designated at each item below. The Bidder shall perform the listed tasks between the hours of 3:00 p.m. and 11:00 p.m., on any day, Monday through Friday, excluding state holidays, as selected by MoDOT, unless MoDOT otherwise approves other day(s) or times.
- 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 on the last work night of each week.
 - 2) Wet mop with sanitizing cleaner stairwell floors and steps. This task shall be performed on the first work night of each week.
 - 3) Remove full large plastic recycle bins, place recycle bins in the pick-up location, and replace with empty recycle bins or sooner if needed. This task shall be performed on Tuesday night of each week.
 - 4) Clean and disinfect microwaves. This task shall be performed on Wednesday night of each week.

- 5) Remove cobwebs from all ceilings, doors, ceiling fans, and corners within each building, as needed. This task shall be performed on Thursday night of each week.
- 6) Clean all exterior surfaces of all icemakers with stainless steel cleaner and disinfectant on other surfaces. This task shall be performed on Thursday night of each week.
- 7) Remove all trash and sweep sidewalks for twenty feet (20') from all entrances/exits to each building and clean smoke poles and ash trays. Also, sand must be added and changed in the smoke poles and ash trays as needed or requested. This task shall be performed on the first work night of each week.
- 8) Thoroughly vacuum all carpet from wall to wall with MODOT approved up right vacuum equipment.
- 9) Wipe with damp sanitizing cloth all light switches/plate covers, interior and exterior door handles and elevator operation button panel.

IV. Quarterly Requirements:

- A. One (1) time each quarter, prior to January 10, April 10, July 10, and October 10, the Bidder must perform the quarterly tasks listed below. The Bidder must perform the listed tasks between the hours of 3:00 p.m. and 11:00 p.m., on any day, Monday through Friday, excluding state holidays, unless MoDOT otherwise approves other day(s) or times. Seventy-two (72) hours prior to performing the tasks listed, the Bidder must notify MoDOT of the beginning and completion date pursuant to the reporting requirements stated elsewhere herein.
 - 1) Thoroughly scrub all hard surface floor areas including stairwell floors/steps removing all scuffs and black marks from the floors and baseboards.
 - a. When required scrubbing removes wax to the bare floor hard surface, the bidder shall apply wax to such surfaces.
 - 2) Clean /dust tops of file cabinets; no paper work or personal items are to be removed.
 - 3) Wipe down with stainless steel cleaner both sides of elevator doors and the one interior stainless steel elevator wall.

V. Semi-Annual Requirements:

- A. During the months of April and October, prior to the 10th of each month, the Bidder must perform the semi-annual tasks listed below. In addition, the Bidder must perform each listed task within the first sixty (60) calendar days of the beginning date of the contract. Depending on the condition of the buildings and the beginning date of the contract, MoDOT may choose to waive some of the semi-annual requirements during the original contract period only. The Bidder must perform the tasks outlined below between the hours of 3:00 p.m. and 11:00 p.m., on any day, Monday through Friday, excluding state holidays, unless MoDOT otherwise approves other day(s) or times. Seventy-two (72) hours prior to performing the tasks listed, the Bidder must notify MoDOT of the beginning and completion date pursuant to the reporting requirements stated elsewhere herein.
 - 1) Dust all vertical surfaces of office furniture and equipment
 - 2) Dust all coat racks
 - 3) Dust/clean tops of all partitions and tops of wall-mounted cabinets
 - 4) Dust all venetian blinds
 - 5) Clean/dust all interior and exterior doors and frames
 - 6) Clean both sides of all interior windows of side glass transoms of office doors
 - 7) Clean all glass surfaces other than windows

VI. Annual Requirements:

- A. Within the first sixty (60) calendar days following award of the contract and on an annual basis thereafter, the Bidder shall complete the annual requirement by the 10th working day of October each year. Due to the condition of the building and the timing of the beginning date of the contract, MoDOT may choose to waive the requirement for performing the annual requirements in October of the original contract period only. The Bidder must perform the identified task between the hours of 3:00 p.m. and 11:00 p.m., on any day, Monday through Friday, excluding state holidays, unless MoDOT otherwise approves other day(s) or times. Seventy-two (72) hours prior to performing the tasks listed, the Bidder must notify MoDOT of the beginning and completion date pursuant to the reporting requirements stated elsewhere herein.
- 1) The Bidder shall clean all wall surfaces, taking care not to use any liquid or product that will mar or scratch the wall coverings.
 - 2) Clean/vacuum all ceiling, door, and wall vents.

VII. Restroom Requirements:

- A. The Bidder 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".
- B. Daily Requirements: The Bidder shall perform the following tasks on a daily basis, five nights each week, Monday through Friday, excluding state holidays, between the hours of 3:00 p.m. and 11:00 p.m. Refer to Exhibit C for cleaning times for secured areas of affected buildings.
- 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.
 - i. A dual sided mop bucket required.
 - ii. Water must be changed for each restroom.
 - 5) Clean stall partitions, doors, doorframes, and push plates (all sides).
 - 6) Dust or wipe all horizontal surfaces.
 - 7) Empty and clean (inside and out) all trash containers and feminine hygiene receptacles, change all liners daily.
 - 8) Restock dispensers to normal limits (soap, toilet tissue, paper towels).
 - 9) Remove spots, stains, scuff marks, finger, and handprints.
 - 10) Remove cobwebs from all ceilings, doors, ceiling fans, and corners within each building.
 - 11) Report all damage.
- C. Weekly Requirements: The Bidder shall perform the following tasks at least one time every week. The Bidder shall perform the listed tasks between the hours of 3:00 p.m. and 11:00 p.m., on any day, Monday through Friday, excluding state holidays, unless MoDOT otherwise approves other day(s) or times.

- 1) The Bidder shall clean the air diffusers in all restrooms and spot clean all exposed pipes one (1) time per week between the hours of 3:00 p.m. and 11:00 p.m. on any day, Monday through Friday, excluding state holidays, unless MoDOT otherwise approves other day(s) or times.
- D. Monthly Requirements: One (1) time per month, within the first ten (10) consecutive workdays of each month, the Bidder must perform the monthly tasks listed below. The Bidder must perform these tasks between the hours of 3:00 p.m. and 11:00 p.m. any day, Monday through Friday, excluding state holidays, unless otherwise approved by MoDOT. Seventy-two (72) hours prior to performance of the monthly requirements, the Bidder must notify MoDOT of the beginning date and completion date pursuant to the reporting requirements stated elsewhere herein.
- 1) The Bidder shall clean and disinfect all walls and machine scrub all restroom floors.

V111. Supplemental Service Requirements:

- A. The Bidder shall perform any of the 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.
- 1) 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.
 - i. The Bidder must perform this service with a one day notice.
 - 2) Strip and refinish all hard surface floors with two (2) coats of skid-proof wax.
 - i. The Bidder must notify MoDOT at least seventy-two (72) hours in advance. In addition, the Bidder shall be responsible to resolve problem areas as requested by MoDOT.
 - 3) Deep clean all carpet via wet extraction method.
 - i. The Bidder must notify MoDOT at least seventy-two (72) hours in advance of carpet cleaning in order for the building tenants to prepare for the carpet cleaning. In addition, the Bidder shall be responsible to resolve problem areas as requested by MoDOT.
 - 4) Deep Cleaning of Upholstered Furniture: On an as needed and requested basis the Bidder shall perform deep cleaning services of upholstered furniture.
 - 5) Vacuum all cloth partitions and dust bases.
 - 6) Construction Clean-up: Due to construction, there is often a need for additional cleaning in construction areas. Therefore, on an as needed, if needed basis, as determined and instructed by MoDOT, the Bidder shall provide one-time and/or on-going construction clean-up.
 - 7) Additional Personnel: The Bidder shall provide janitorial personnel on an as needed, if needed basis.

IX. Reporting Requirements:

- A. Seventy-two (72) hours prior to performing any of the monthly, quarterly, semi-annual, and annual tasks required herein, the Bidder shall notify MoDOT, in writing, of the anticipated beginning and completion date for each required task. The Bidder must follow-up with a written notice of the satisfactory completion thereof and shall obtain the written approval of each task from MoDOT. Such notification shall hereinafter be referred to as the “task schedule notice.”
- B. 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
 - 1) 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.

X. Personnel and Security Requirements:

- A. 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 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:
 - 1) On-site supervision of employees performing janitorial services.
 - 2) Insure services performed each day to ensure all requirements are completed satisfactorily and acceptable to the standards established by MoDOT.
 - 3) Train and assign duties for the Bidder’s employees as necessary.
 - 4) Maintain a positive working relationship with MoDOT employees, the tenants of the building, and the general public.
 - 5) Insure the required reports are submitted as required, or as needed.
 - 6) Coordinate with MoDOT’s contact person on a daily basis regarding problems and/or other directions.
 - 7) 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 and should occur twice weekly.
- B. MoDOT reserves the right to approve or disapprove appointment of any of the Bidder’s employees to provide the required services. 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).
- C. 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.
 - 1) 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.
 - 2) 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.

- E. 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.
 - 1) No later than fifteen (15) calendar days after notification of award, the Bidder shall provide MoDOT with the following:
 - i. A copy of the security clearance information obtained from their State Highway Patrol for each employee.
 - ii. 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.
 - 2) For each new or unanticipated employee, the Bidder must provide MoDOT with an approved security clearance, Authorization for Release of Information, and Confidentiality Oath forty – eight (48) hours prior to such employee providing service. The employee is not allowed to enter any MoDOT buildings and work until notification of approval by MoDOT is given.
 - 3) MoDOT shall have the right to disapprove access to any building to any of the Bidder's employees for any reason.
- F. 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.
- G. The Bidder must ensure that each of the Bidder's employees are appropriately dressed while on-site and is wearing an article of clothing identifying the Bidder and have a visible picture ID tag at all times.
- H. The Bidder's employees shall not loiter in the buildings nor smoke anywhere in the buildings.
- I. 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.
- J. 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.).
- K. 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.).

XI. Security Requirements:

- A. 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 at least once per calendar month, even when no staff changes have occurred, and each time the Bidder makes a staff change.
- B. 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.
 - 1) 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.

- C. 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. All employees of the Bidder shall be required to wear identification that clearly indicates they are an employee of the Bidder.
 - 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.
- D. When the Bidder and/or the Bidder's employees leave the 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.
- E. The Bidder shall be issued keys and/or electronic cards to all areas in which janitorial services shall be provided. 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.
 - 1) 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.
 - 2) 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.
- F. 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.
- G. 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.

2.3 Contract/Purchase Order:

- 2.3.1 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

2.4 Invoicing and Payment Requirements:

- 2.4.1 The Bidder shall submit an itemized invoice to the appropriate MoDOT contact person for completion of deliverables at each location, as specified herein.
- 2.4.2 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.
- 2.4.3 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.
- 2.4.4 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.
- 2.4.5 Other than the payment specified above, no other payments or reimbursements shall be made to the Bidder for any reason whatsoever.
- 2.4.6 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.
- 2.4.7 The MHTC reserves the right to purchase goods and services using the state-purchasing card.

2.5 Other Contractual Requirements:

- 2.5.1 Contract Period - The contract shall commence from the date of Notice to Proceed until December 31, 2014, 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.
- 2.5.2 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.
- If renewal percentages are not provided, the prices during renewal periods shall be the same as during the original contract period.
 - 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.
 - In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.
- 2.5.3 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.
- 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.

2.5.4 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.
- 3.1.5 Bid Review: Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.
- 3.1.6 Evaluation of Cost: The objective evaluation of the Bidder's costs shall be based on a total of points computed utilizing the total firm fixed price per month for janitorial services and the total estimated price per month for supplemental services quoted by each Bidder on the pricing pages and the process described below. The pricing for janitorial services in the table in section 4.1 shall be worth up to 80 points, and the pricing for supplemental services in the table in section 4.2 shall be worth up to 20 points, for a total of up to 100 points. Maximum allowable increases for renewal years shall not be evaluated as part of the proposed cost estimate.

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

$$\frac{\text{Lowest Responsive Bidder's Price}}{\text{Compared Bidder's Price}} \times \text{Maximum Cost Evaluation Points} = \text{Assigned Cost Points}$$

3.1.7 Contract Award: The contract will be awarded to the lowest responsive bidder as specified below.

- a. MoDOT reserves the right to award to the lowest bidder on a location by location basis using the “lowest and best” principle of award, per location or combination of locations, based on the bidder’s response at section 4.3, Bid Limitation, as is determined to be in the best interest of MoDOT.
- b. Notification of award shall be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.

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	Firm-Fixed Price Per Square Foot	Total Estimated Square Footage	Extended Firm Fixed Price Per Month (average of 30 days per month)
4.1001	Janitorial Services for Location # 1 (see Exhibit A)	\$ _____	87,918	\$ _____ (firm-fixed price per square foot X total estimated square footage X 30)
4.1002	Janitorial Services for Locations # 2 & 3 (see Exhibit A)	\$ _____	40,904	\$ _____ (firm-fixed price per square foot X total estimated square footage X 30)
4.1003	Janitorial Services for Location # 4 (see Exhibit A)	\$ _____	16,469	\$ _____ (firm-fixed price per square foot X total estimated square footage X 30)
4.1004	Janitorial Services for Location # 5 (see Exhibit A)	\$ _____	4,000	\$ _____ (firm-fixed price per square foot X total estimated square footage X 30)
4.1005	Janitorial Services for Location # 6 (see Exhibit A)	\$ _____	1,475	\$ _____ (firm-fixed price per square foot X total estimated square footage X 30)
4.1006	Janitorial Services for Locations # 7 – 10 & 13 (see Exhibit A)	\$ _____	37,148	\$ _____ firm-fixed price per square foot X total estimated square footage X 30)
4.1007	Janitorial Services for Location # 11 (see Exhibit A)	\$ _____	600	\$ _____ (firm-fixed price per square foot X total estimated square footage X 30)
4.1008	Janitorial Services for Location # 12 (see Exhibit A)	\$ _____	51,928	\$ _____ (firm-fixed price per square foot X total estimated square footage X 30)
4.1010	Janitorial Services for Location # 14 (see Exhibit A)	\$ _____	31,503	\$ _____ (firm-fixed price per square foot X total estimated square footage X 30)
Total Firm-Fixed Price Per Month				\$ _____

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. The State of Missouri does not warrant that the estimated occurrences per month stated herein in any way reflect actual nor anticipated usage amounts, but shall be for cost evaluation purposes only.

Item #	Description	Firm-Fixed Price	Total Estimated Occurrences Per Month	Extended Estimated Price Per Month
4.2001	Deep clean carpet/water extraction	\$ _____ Per Square Foot	15,230	\$ _____ (firm-fixed price X total estimated occurrences per month)
4.2002	Clean and seal concrete flooring	\$ _____ Per Square Foot	1,430	\$ _____ (firm-fixed price X total estimated occurrences per month)
4.2003	Strip and refinish hard flooring	\$ _____ Per Square Foot	6,005	\$ _____ (firm-fixed price X total estimated occurrences per month)
4.2004	Spray and buff hard surface floors	\$ _____ Per Square Foot	6,005	\$ _____ (firm-fixed price X total estimated occurrences per month)
4.2005	For each chair cleaned	\$ _____ Per manager's chair	2	\$ _____ (firm-fixed price X total estimated occurrences per month)
4.2006	One time construction clean-up	\$ _____ Per Hour, Per Person	7	\$ _____ (firm-fixed price X total estimated occurrences per month)
4.2007	Ongoing construction clean-up	\$ _____ Per Hour, Per Person	4	\$ _____ (firm-fixed price X total estimated occurrences per month)
4.2008	Additional janitorial personnel	\$ _____ Per Hour, Per Person	2	\$ _____ (firm-fixed price X total estimated occurrences per month)
Total Estimated Price Per Month				\$ _____

EXHIBIT A
Locations and Approximate Square Footage

Central Office (CO) contact person: Dale Brandt 573-751-4793

Central District (CD) contact person: Sharon Redel 573-751-7708

Location #	Daytime Cleaning - LOCATIONS	Estimated Square Footage - Day-time Cleaning	Composition of Floor Covering
1	105 W. Capitol Avenue, Central Office (CO)*	87,918	70,822 sq. ft. carpet & 17,096 sq. ft. hard surfaces
2	601 West Main Garage Annex (CO)	28,886	16,485 sq. ft. carpet, 3,437 sq. ft. vct tile or linoleum & 8,964 sq. ft. bare concrete
3	601 West Main Training Center (CO)	12,018	8,830 sq. ft. carpet & 3,188 sq. ft. vct tile or linoleum
4	1320 Creek Trail Drive (CO)****	16,469	14,309 sq. ft. carpet & 2,160 sq. ft. vct tile
5	5616 Red Eagle Dr., Jefferson City Project Office (CD) *** <u>Does not include: Garage area</u>	4,000	3500 sq. ft. carpet & 500 sq. ft. hard surfaces
6	1507 Missouri Blvd., Survey Building – (CD) *** <u>Does not include: Garage area</u>	1,475	900 sq. ft. carpet & 575 sq. ft. hard surfaces
7	910 MoDOT Drive, Bridge Maintenance (CO)***	1,784	1,184 sq. ft. carpet & 600 vct tile
8	930 MoDOT Drive (CO)**	944	344 sq. ft. carpet & 600 sq. ft. hard surfaces
9	754 MoDOT Drive, Sign Shop (CO) **	400	vct tile
10	830 MoDOT Drive (CO), Warehouse	1,344	1,264 sq. ft. carpet & 80 sq. ft. concrete
11	Memorial Airport – Hanger (CO) ***	600	carpet
Total Daytime Square Footage		155,838	

Location #	Evening Cleaning – LOCATIONS <i>(All below locations require evening cleaning)</i>	Estimated Square Footage - Evening Cleaning	Composition of Floor Covering
12	1617 Missouri Blvd., Lab (CO)	51,928	11,411 sq. ft. carpet, 32,414 sq. ft. vct tile & 8,103 sq. ft. bare concrete
13	830 MoDOT Drive (CO), Main building, including garage offices	32,676	26,067 sq. ft. carpet & 6,6916 sq. ft. hard surfaces
14	1511 Mo. Blvd., Central District Offices (CD)	31,503	27,331 sq. ft. carpet & 4,172 sq. ft. hard surfaces
Total Evening Square Footage		116,107	

* See Exhibit C for cleaning time requirements

** Indicates 'Twice Per Week' cleaning (TBD)

*** Indicates 'Once Per Week' cleaning (TBD)

**** Leased Space – Lease expiring November 30, 2014, with option for early vacancy and/or reduced services any time prior to that date.

EXHIBIT C

Cleaning Time Requirements for Secured Areas In Applicable Buildings

105 West Capitol:

Ground Floor:

- The Benefits Area must be cleaned by 4:00 p.m. daily

The entire 1st floor is a secured area; all office doors automatically lock at 4:30 p.m.:

- The Audits and Investigation Office must be cleaned between the hours of 3:00 p.m. to 5:00 p.m. daily. Only the Contractor's Supervisor and one (1) other employee will be given access during this time to clean the area.
- The Chief Counsel's Office and the Office of Public Information and Outreach can only be accessed after 4:30 p.m. daily for cleaning. Only the Contractor's Supervisor and one (1) other employee will be given access in order time to clean this area.
- All other management offices on the 1st floor can only be accessed after 4:30 p.m. daily for cleaning. Only the Contractor's Supervisor and one (1) other employee will be given access in order time to clean this area. Cleaning of these offices is to take place after all employees have exited the area.

2nd Floor:

- The Financial Services Director's office and Financial Services supply closet must be cleaned before 4:00 p.m. daily.

3rd Floor:

- The Contract Room, located on the south side of the 3rd floor, must be cleaned between the hours of 3:00 p.m. to 4:00 p.m. daily. Only the Contractor's Supervisor and one (1) other employee will be given access during this time to clean the area.

601 West Main (Annex)

The following areas are secured:

- The Main Floor Artifacts Room. This office is restricted and no access will be allowed by the Contractor or the Contractor's employees.
- The Information Systems Center (as stipulated by IS Management). ONLY the Contractor's Supervisor will be allowed access to clean this area.

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 G
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 _____

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

- a. 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.
- b. 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.

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.

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

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.

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**.