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## **REQUEST FOR PROPOSALS**

### **SL15-002-R7 JANITORIAL SERVICES**

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<b>MHTC</b>	Missouri Highways and Transportation Commission	
<b>MoDOT</b>	Missouri Department of Transportation	
<b>RFP</b>	Request for Proposals	

## INTRODUCTION

This Request For Proposals (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described services to the Missouri Highways and Transportation Commission (**MHTC**). Six (6) copies of each proposal must be mailed or hand delivered in a sealed envelope to Ms. Stephanie Austin Rashid, CPPB, Missouri Department of Transportation-St. Louis District, General Services-Procurement Office, 2309 Barrett Station Road, Ballwin, MO 63021. Proposals must be returned to the offices of Procurement no later than **10:00 a.m. CST, July 10, 2014**.

MHTC reserves the right to reject any and all proposals for any reason whatsoever. Time is of the essence for responding to the RFP within the submission deadlines.

## PROPOSAL

- (1) The Offeror shall provide a fee proposal to MHTC on the **PRICE PAGE** in accordance with the terms of this RFP.
- (2) The Offeror agrees to provide the services at the fees quoted, under the terms of this RFP.

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Authorized Signature of Offeror: \_\_\_\_\_

Date of Proposal: \_\_\_\_\_

Printed or Typed Name: \_\_\_\_\_

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

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

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

Electronic Mail Address: \_\_\_\_\_

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## ACCEPTANCE

This proposal is accepted by MHTC.

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(Name and Title)

---

Date

**SECTION (1):  
GENERAL DESCRIPTION AND BACKGROUND**

**(A) Request for Proposal:** This document constitutes a RFP from qualified organizations to provide janitorial services for District Office and Barrett Station Operations Complex to MHTC and the Missouri Department of Transportation (**MoDOT**) St. Louis District.

**(B) Background:**

**BACKGROUND INFORMATION:**

1.0 An interim contract currently exists for the services described in this document. That contract expires upon award of a contract from this solicitation. Offerors are advised, however, that the contractual requirements within this RFP may differ from the contractual requirements of interim contract.

1.1 The buildings located at the following addresses consist of offices and employees of the Missouri Department of Transportation in the St. Louis Metro Area.

- a. District Office and Lab -1590 Woodlake Dr., Chesterfield, MO.63017
- b. District Garage, 2309 Barrett Station Rd, Ballwin, MO. 63021
- c. Striping Bldg., 2309 Barrett Station Rd., Ballwin, MO. 63021
- d. Signal Bldg., 2309 Barrett Station Rd., Ballwin, MO. 63021

1.2 The approximate Ceramic tile areas, VCT (Vetrofied Clay Tile) and carpeted areas for buildings are as follows and are included on the included drawings of District Office.

District Office- (s.f.)

Item	1 <sup>st</sup> Floor	2 <sup>nd</sup> Floor	3 <sup>rd</sup> floor	Total
VCT	1780	530	1450	3760
Ceramic Tile	300	960	0	1260
Carpet	14500	15795	17880	48175

Please note that 3460 s.f. of carpet is in restricted areas and is not included in the above table

Lab: 1032 s.f. of Rubberized flooring

- Striping Building- 1838 s.f. of VCT (General Office and Breakroom)
- Signals & Lighting Building A- 3100 s.f. of VCT (includes General Office and Upper Office)

- Garage Building-1200 s.f. of Rubberized flooring (Hall & Upper Shop Office),1200 s.f. ceramic tile (Bathrooms, Offices, and Breakroom), and 300 s.f. VCT (Procurement Office).
- Total Square Footage: Approximately 61,865 square feet

1.2.3 The District Office has 166 employees (57 women + 109 men). The Barrett Station Complex has 120 employees (12 women + 108 men). Not all employees are present at any given time. Many field personnel and visitors use the restroom and break room facilities.

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

### 1.3 Non-Mandatory /Pre Bid Tour Of Buildings:

1.3.1 Potential Offerors are strongly encouraged, but not required, to attend the tour of the buildings located at the following dates, time and addresses:

**June 26, 2014; 10:00 A.M. – meet at the District Office, 1590 Woodlake Drive, Chesterfield, MO., 63017 at the reception area to tour the following buildings: 1590 Woodlake Dr. – District Office and Lab**

**June 26, 2014; 1:00 P.M. – meet at 2309 Barrett Station Rd, Procurement Office, to tour the Barrett Station Complex:**

**Garage Building  
Striping Building  
Signals Building**

1.3.2 The purpose of the tour is to allow potential Offerors an opportunity to inspect the buildings prior to submitting a proposal. **POTENTIAL OFFERORS SHALL NOT BE PERMITTED TO SCHEDULE A TOUR AT A DIFFERENT TIME OR DATE.** An attendance record will be available.

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

- 1.3.4 (C) **Fiscal Year:** The fiscal year runs from July 1-June 30, period of service will be from Date of Award through June 30, 2015, with the option to extend the contract for up to four (4) one year periods, at the sole discretion of the Missouri Department of Transportation.

## **SECTION (2): SCOPE OF WORK**

- (A) **Services:** The Offeror shall provide the following services: Janitorial Services for District Office and Barrett Station Operation Complex as set forth.
- (B) **Specific Requirements:** The Offeror will provide to the Procurement Unit six copies of a program proposal which will include the following:

Proposed Method of Performance

- (C) **Administration of Program:** The Offeror will consult MHTC's representative regarding any problems involved with the administration of the services provided pursuant to this RFP.

### **(1) GENERAL REQUIREMENTS:**

- 1.1 The contractor shall provide janitorial services for the Missouri Department of Transportation (hereinafter referred to as "*MoDOT*"), in accordance with the requirements set forth herein and to the complete satisfaction of MoDOT.
- 1.2 The contractor must perform all janitorial services as required herein in a manner satisfactory to and acceptable by MoDOT in order to provide a clean and sanitary environment for the buildings, the buildings' content, and the buildings tenants.
- 1.3 The contractor shall provide services for all areas of the buildings specified by MoDOT. Such areas shall be all occupied areas, unless otherwise specified by MoDOT during the tour of the buildings described in the Introduction and General Information of this document. However, at any time during the effective period of the contract, MoDOT reserves the right to change, add to, or delete areas of the buildings for which the contractor shall provide services. MoDOT also reserves the right to add additional buildings or remove existing buildings from the contract. In such event, payment to the contractor shall be adjusted as specified in the Payment and Invoicing Requirements of this document.

### **(2) SPECIFIC REQUIREMENTS:**

## Equipment and Supply Requirements:

- 2.1 Equipment - The contractor must furnish and maintain, in good repair, all equipment, including, but not limited to mops, brooms, buffers, vacuums, sweepers etc., and any other equipment necessary to perform the requirements of the contract.
  - a. The contractor may either own or rent, at the contractor's expense, equipment for performing the requirements of the contract.
- 2.2 Products, Supplies, and Materials (hereinafter also referred to as "*products*") – The contractor shall furnish all chemicals including but not limited to stripper, wax, shampoo, glass cleaner, disinfectant, etc. The contractor shall agree and understand that MoDOT shall have the right to approve/disapprove the use of any product, material, or supply used in the performance of the services required herein.
- 2.3 In the performance of the services required herein, the contractor should only use environmentally preferable products, unless a written exception to this requirement is obtained from MoDOT for a specific product. Failure of the contractor to use environmentally preferable products or failure to demonstrate the willingness and efforts necessary to use such environmentally preferable products may be considered breach of contract.
- 2.4 The contractor must provide toilet tissue, seat covers, trash bags, liquid hand soap, paper towels, and disposable liners for sanitary napkin cans which meet the following minimum specifications and must obtain the approval of MoDOT for all product listed above but not limited to the basic products list below. There will be a few shelves at the Barrett Station location to stock supplies.
  - a. Toilet tissue shall be Fort Howard # 198 or equal, must be Grade AA, white, bleached, 2-ply, or equal, and must fit the tissue dispensers installed in the buildings.
  - b. Liquid hand soap must be a good grade containing antiseptic. Current brand used is Brighton model 18494.
  - c. Paper towels must fit dispensers installed in the buildings and must be EnMotion Brown High Capacity Roll Towel #89480 or equal.
  - d. Disposable liners for sanitary napkin cans must be 6141's waxed bags.
- 2.5 The contractor may be assigned an area in each building (hereinafter referred to as the "*janitorial closet*") for storage of all equipment, materials, and supplies necessary for the building. MoDOT assumes no responsibility for the security of supplies and/or equipment stored in a janitorial closet; therefore, the contractor has the option of removing their equipment and supplies from the premise daily. Some Janitorial closets do not have exterior locks. Therefore, assignments are at the option of the successful vendor.

- 2.6 The contractor shall not use any products, supplies or equipment which may be injurious or damaging to the surfaces upon which they shall be applied.
- 2.7 Seventy two (72) hours prior to the contractor's use of any product/chemical in the buildings, the contractor shall provide a Material Safety Data Sheet for each such product/chemical. The contractor must maintain a file of the Material Safety Data Sheets in the janitorial closet in the building where the product/chemical is to be stored. The Material Safety Data Sheets shall remain the property of MoDOT.

2.8 Specific Service Requirements:

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

2.8.1 DAILY REQUIREMENTS:

- a. The contractor shall perform the following daily tasks five nights each week, Monday through Friday, excluding state holidays, between the hours of 4:00 p.m. and 12:30 a.m., for each building, unless otherwise specified.
- b. Also on a daily basis, the contractor shall perform any and all other related and contingent miscellaneous janitorial cleaning duties which may arise from time to time as a result of accidental spilling of any office materials or supplies.
  - 1) Thoroughly vacuum (utilizing equipment with beater brush) all carpet from wall to wall, including all entrance and exit, elevator rugs/mats and inside cubicals and office areas.
  - 2) Clean all kitchens and break rooms, wash and disinfect all hard surfaces (i.e. polishing sinks and counter tops), and empty and clean all coffee makers. Fill all soap and paper towel dispensers. Clean microwaves inside and out and properly disinfect.
  - 3) Thoroughly sweep and wet mop all hard surface floors, including elevator floors and stairwells, using treated brooms or dust mops to give a clean and satisfactory appearance.
  - 4) Using a damp treated cloth, wipe all flat, horizontal, surfaces including, but not limited to, file cabinets, conference tables and stands, bookshelves, coat racks, window sills, and modular office systems, etc. Clean and disinfect all telephones.



- 5) Remove cobwebs from all ceilings, doors, ceiling fans, and corners within each building.
- 6) Clean both sides of entrance door glass, clean door glass frames and accompanying glass panels including transoms (inside and outside), removing all fingerprints and dirt. Spot clean all interior glass.
- 7) Clean and disinfect drinking fountains.
- 8) Spot clean all wall and partition surfaces, including light switches, to give a clean satisfactory appearance.
- 9) Empty all wastebaskets, trash, and disposal containers and place refuse in the dumpster. Wash wastebaskets and replace plastic liners, as needed. Clean surrounding areas of wastebaskets to eliminate spots, splashes, etc.
- 10) Spot clean all carpet as spots appear or as notified with the communication log.
- 11) Remove all trash and sweep sidewalks for twenty feet (20') from all entrances/exits to each building.
- 12) Clean janitorial closets after completion of the daily tasks and before exiting the building.
- 13) Wash all tables. Wipe all plastic chairs.
- 14) Spot clean all doors and frames.
- 15) Spot clean all elevator walls and both sides of elevator doors.
- 16) Clean all ashtrays at entrances.

#### ]2.8.2 WEEKLY REQUIREMENTS:

The contractor shall perform the following tasks at least two (2) times every week, with at least two days between tasks. The contractor shall perform the listed tasks between the hours of 4:00 p.m. and 12:30 a.m., on any day, Monday through Friday, excluding state holidays, unless MoDOT otherwise approves other day(s) or times.

- 1) Spray buff all hard surface floors in order to remove scuffs and black marks from floor and baseboards.

- 2) Thoroughly dust all stair railings, scrub and polish handrail.
- 3) Clean and polish all stainless steel surfaces, included but not limited to the kickplates on the doors.
- 4) Empty all recycle containers into large 80 gallon container that is designated for recycled paper at District Office.

#### 2.8.3 MONTHLY REQUIREMENTS:

One (1) time per month, within the first ten (10) consecutive workdays of each month, the contractor must perform the monthly tasks listed below. The contractor must perform the listed tasks between the hours of 4:00 p.m. and 12:30 a.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 contractor must notify MoDOT of the beginning and completion date pursuant to the reporting requirements stated elsewhere herein.

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

#### 2.8.4 QUARTERLY REQUIREMENTS:

The contractor must perform the quarterly tasks listed below every quarter prior to January 10, April 10, July 10, and October 10. The contractor must perform the listed tasks between the hours of 3:00 p.m. and 12:00 a.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 contractor 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 removing all scuffs and black marks from the floors and baseboards. Apply two (2) coats of skid-proof wax floor finish.
- 2) Clean both sides of all interior windows.
- 3) Clean all glass surfaces other than windows.
- 4) Thoroughly wash, clean, and disinfect all wastebaskets.
- 5) Vacuum tops of modular office cabinets.

#### 2.8.5 SEMI-ANNUAL REQUIREMENTS:

The contractor must perform the semi-annual tasks listed below every six months in April and again in October prior to the 10<sup>th</sup> of the month. In addition, the first performance of each task must be within the first sixty (60) calendar days of the beginning date of the contract. (Depending on the beginning date of the contract and the condition of the buildings, MoDOT may waive some of the requirements for either April or Oct. during the original contract period only.) The contractor must perform the listed tasks between the hours of 4:00 p.m. and 12:30 a.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 contractor must notify MoDOT of the beginning and completion date pursuant to the reporting requirements stated elsewhere herein.

- 1) Strip and refinish all hard surface floors with two (2) coats of skid-proof wax.
- 2) Deep clean all carpet via wet extraction method. The contractor 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 contractor shall be responsible to resolve problem areas as requested by MoDOT.
- 3) Clean all interior glass surfaces, including all interior windows on the building.
- 4) Spray all carpeting to prevent static electricity, preferably in the fall of the year.

#### 2.8.6 ANNUAL REQUIREMENTS:

The contractor shall provide the following annual tasks within the first sixty (60) calendar days of the beginning date of the contract, and then one (1) time per year, by the 10<sup>th</sup> working day of October. (MoDOT may waive the requirement for performing some of the tasks in October of the original contract period, depending on the condition of the building and the timing of the beginning date of the contract.) The contractor must perform the

listed tasks between the hours of 4:00 p.m. and 12:30 a.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 contractor must notify MoDOT of the beginning and completion date pursuant to the reporting requirements stated elsewhere herein.

- 1) Clean all wall surfaces, taking care not to use any liquid or product that will mar or scratch the wall coverings.

## 2.9 Restroom Requirements:

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

### 2.9.1 DAILY REQUIREMENTS:

The contractor shall perform the following daily tasks five nights each week, Monday through Friday, excluding state holidays, between the hours of 4:00 p.m. and 12:30 a.m.

- 1) Clean all surfaces for all restrooms located in the building.
- 2) Clean toilet bowls and seats, urinals, hand basins, counter tops, and walls around these fixtures.
- 3) Clean all mirrors, bright work, chrome pipes, and fittings.
- 4) Wet mop all restroom floors using a disinfectant.
- 5) Clean stall partitions, doors, doorframes, push plates (all sides).
- 6) Dust or wipe all horizontal surfaces.
- 7) Empty and clean (inside and out) all trash containers and disposals, change liners daily.
- 8) Restock dispensers to normal limits (soap, toilet tissue, paper towels).
- 9) Remove spots, stains, scuff marks, finger and handprints.
- 10) Report all damage.

### 2.9.2 WEEKLY REQUIREMENTS:

The contractor shall perform the following weekly tasks one (1) time per week. The contractor shall perform the listed tasks between the hours of 4:00 p.m. and 12:30 a.m., on any day, Monday through Friday, excluding state holidays, unless MoDOT otherwise approves other day(s) or times.

- 1) Clean air diffusers in all restrooms.

#### 2.9.3 MONTHLY REQUIREMENTS:

One (1) time per month, within the first ten (10) consecutive work days of each month, the contractor must perform the monthly tasks listed below. The contractor must perform the listed tasks between the hours of 4:00 p.m. and 12:30 a.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 contractor must notify MoDOT of the beginning and completion date pursuant to the reporting requirements stated elsewhere herein.

- 1) Clean and disinfect all walls.
- 2) Machine scrub all restroom floors.

#### 2.9.4 SEMI-ANNUAL REQUIREMENTS:

The contractor must perform the semi-annual tasks listed below every six months in April and again in October prior to the 10<sup>th</sup> of the month. In addition, the first performance of each task must be within the first sixty (60) calendar days of the beginning date of the+ contract. (Depending on the beginning date of the contract and the condition of the buildings, MoDOT may waive some of the requirements for either April or Oct. during the original contract period only.) The contractor must perform the listed tasks between the hours of 4:00 p.m. and 12:30 a.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 contractor must notify MoDOT of the beginning and completion.

- 1) Strip and refinish all bathroom floors with two (2) coats of skid-proof wax.

#### 2.10 Personnel and Security Requirements:

##### 2.10.1 Working Supervisor

The contractor shall provide a working supervisor who shall be located on-site and shall provide a minimum of forty (40) hours of services at times prescribed 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. The contractor's working supervisor shall, at a minimum, be responsible for:

- 1) Supervision of all the contractor's employees and the services provided by such employees as required to satisfactorily perform the requirements of the contract. Supervision must be on-site during all cleaning hours.
- 2) Inspecting services performed each day and assuring that all requirements are completed satisfactorily and acceptable to MoDOT standards.
- 3) Training and assigning duties for the contractor's employees as necessary.
- 4) Working with and maintaining a positive working relationship with MoDOT's staff, the tenants of the building, and the general public.
- 5) Insuring that 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) Meeting when requested with MoDOT contact person during normal business hours (7:30 a.m. to 4:00 p.m.) to discuss janitorial service. Such meetings may be requested by either party and should occur once weekly.

2.10.2 MoDOT reserves the right to approve or disapprove appointment of any of the contractor's employees to provide services required by the contract. MoDOT also reserves the right to request replacement of any employee. Unless the situation regarding the contractor's employee(s) requires immediate replacement, MoDOT will attempt to give the contractor a minimum of fourteen (14) calendar days after notification to replace unsatisfactory employee(s). All contractors and their employees must be fully bonded and insured.

2.10.3 The contractor shall be responsible for supervision of all the contractor's employees and the services provided by such employees as required to satisfactorily perform the requirements of the contract.

2.10.4 The contractor or an employee of the contractor designated as a representative of the contractor (hereinafter referred to as the "*contractor contact person*"), must be available during normal business hours (7:30 a.m. to 4:00 p.m.) for telephone conversations and/or meetings with personnel from MoDOT regarding the janitorial services.

- 1) Such contractor contact person must have the express authority to speak on behalf of the contractor and make decisions on behalf of the contractor.

- 2) By no later than ten (10) calendar days after the award of the contract, the contractor shall provide MoDOT with the name, address and telephone number for the contractor contact person.
- 2.10.5 The contractor and each of the contractor's employees assigned to the contract must have a security clearance approved by MoDOT in order to provide service under the contract. The contractor must obtain each of the required security clearances from their State Highway Patrol.
- 1) By no later than fifteen (15) calendar days after notification of award, the contractor shall provide MoDOT with the following:
    - a. A copy of the security clearance information obtained from their State Highway Patrol for each employee.
    - b. A copy of the security clearance information from a national background check for each employee.
  - 2) For each new or unanticipated employee, the contractor must provide MoDOT with an approved security clearance.
  - 3) MoDOT shall have the right to disapprove access to any building to any of the contractor's employees for any reason.
- 2.10.6 The contractor shall perform the requirements specified herein using "*team cleaning*". "*Team cleaning*" as used herein shall be defined as cleaning in which the contractor's employees are assigned to individual tasks such as dusting, emptying trash, or vacuuming for all areas as opposed to assigning one (1) person general cleaning tasks for an assigned area.
- a. The contractor must have enough personnel to clean building during designated hours. Recommendation for District Office is at least 3-4 people and Barrett Station 1-2 people.
- 2.10.7 The contractor's personnel shall only be allowed in work areas to which they are assigned. The contractor's personnel shall only take rest breaks in pre-assigned areas.

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

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

- 2.10.8 The contractor's employees shall not loiter in the buildings nor smoke anywhere in the buildings.
- 2.10.9 The contractor shall not use nor allow the contractor's employees to use any MoDOT telephone and/or equipment in the building except for the beverage and snack vending machines.
- 2.10.10 The contractor shall not adjust and/or use, nor allow the contractor's employees to adjust and/or use, those personal items belonging to MoDOT employees (i.e.: radios, decorative accessories, etc.).
- 2.10.11 The contractor shall not adjust and/or use, nor allow the contractor's employees to adjust and/or use, office furniture utilized by MoDOT employees (i.e.: chairs, desks, etc.).
- 2.11 Security Requirements:
- 2.11.1 The contractor shall be responsible for excluding all unauthorized persons from entering the building and for keeping the building locked after 4:00 PM while the contractor or the contractor's employees are on the premises. No exterior doors may be propped open for any reason. The contractor or employees of the contractor shall not be permitted to allow guests or visitors while on the premises of MoDOT.
- 2.11.2 When the contractor and/or the contractor's employees leave the building, the contractor shall lock all doors and turn off lights. In addition, if the building contains other security system(s), the contractor shall activate the system(s) according to instructions in order to protect the security of the building.
- 2.11.3 The contractor shall be issued keys and/or electronic cards to all areas in which janitorial services shall be provided. The contractor must take care of and not lose any such keys and/or electronic cards. In addition, the contractor shall not duplicate any of the keys and/or electronic cards issued to the contractor. 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 contractor for such replacement.
- 1) At the expiration/cancellation of the contract, the contractor must surrender all the keys and/or electronic cards originally issued to the contractor by MoDOT. Any payments due the contractor shall be withheld until the contractor has surrendered all keys and/or electronic cards issued. In the event that all keys and/or electronic cards are not returned, the contractor 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 that the contractor or a contractor employee loses a key(s) and/or electronic card(s), the contractor must notify MoDOT within one (1) working day from the date the loss is discovered. The contractor 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.
- 2.11.4 In the process of performing the requirements of the contract, the contractor and/or the contractor's employees may become aware of information required by law to be kept confidential. Therefore, the contractor and/or the contractor's employees must not at any time disclose, directly or indirectly, any information gained during the performance of the services required by the contract.
- 2.12 Supplemental Service Requirements:  
The contractor 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.
  - 2.12.2 Additional carpet cleaning - The contractor shall perform additional deep cleaning carpet/water extraction services for the carpet as the necessity arises as determined and instructed by MoDOT.
  - 2.12.3 Additional cleaning hard flooring – The contractor shall perform additional stripping and refinishing services for vinyl flooring as the necessity arises as determined and instructed by MoDOT.
  - 2.12.4 Deep cleaning of upholstered furniture. The contractor shall perform deep cleaning services for the any of the listed upholstered furniture as the necessity arises as determined and instructed by MoDOT:
    - 1) Manager's Chair (Hi-back)
    - 2) Side Chair (upholstered without arm upholstering) (Low Back; Secretarial)
  - 2.12.5 Construction Clean-up - Due to construction, there is often a need for additional cleaning in construction areas. Therefore, the contractor shall provide one time construction clean-up and/or on-going construction clean-up as determined necessary and as instructed by MoDOT.
  - 2.12.6 Additional Personnel – The contractor shall provide janitorial personnel on an as needed, if needed basis.

## 2.13 Reporting Requirements:

2.13.1 Seventy two (72) hours prior to performing any of the monthly, quarterly, semi-annual, and annual tasks required herein, the contractor shall notify MoDOT in writing of the anticipated beginning and completion date for each task required. The contractor 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*”.

2.13.2 The contractor 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; as well as any mitigating circumstances which prevented the contractor’s employees from performing the contractual service. The daily log shall remain on the premises at the building at a mutually agreed to location accessible to both the contractor and MoDOT. MoDOT will list any issues or concerns in this log for contractor to rectify. The daily log shall become the property of MoDOT.

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

#### 2.14 Payment and Invoicing Requirements:

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

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

2.14.2 The contractor shall be paid the firm, fixed per square foot, per month price specified on the pricing page of this document for janitorial services actually provided, subject to any damages that may be charged to the contractor, per the damages requirements stated herein. If a partial month of service is provided, the monthly amount due shall be divided by the total number of work days in that particular month to obtain a daily rate, and then multiplied by the number of days in that particular month for which service was provided, rounded to the nearest cent.

2.14.3 If any of the supplemental services as specified herein were required and performed during the monthly invoice period, the contractor shall be paid the firm, fixed price specified on the pricing page for the type of additional cleaning performed.

2.14.4 Other than the payment(s) specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

2.15 Damage Requirements:

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

2.15.1 For each daily, bi-weekly, weekly, monthly, etc., requirement that is not performed by the contractor and/or that is performed in a substandard, deficient and/or incomplete manner, as documented by the daily log and by observation of the appropriate MoDOT personnel, the contractor shall pay liquidated damages in the amount specified below for each day after the task was required to be performed until it is performed and approved:

- |                            |                  |
|----------------------------|------------------|
| 1) Daily Requirement       | \$40.00 per task |
| 2) Weekly Requirement      | \$50.00 per task |
| 3) Monthly Requirement     | \$55.00 per task |
| 4) Quarterly Requirement   | \$60.00 per task |
| 5) Semi-Annual Requirement | \$65.00 per task |
| 6) Annual Requirement      | \$70.00 per task |

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

- 1) If MoDOT hires an outside/private company to correct the substandard, deficient, and/or incomplete service, the contractor shall pay MoDOT the total cost charged by such company to perform the service.
- 2) If MoDOT uses State of Missouri personnel or resources to correct the substandard, deficient, and/or incomplete service, the contractor shall pay MoDOT the actual costs

incurred by MoDOT. Such actual costs shall be calculated by the per hour price of the state personnel who perform the service and shall include material costs, etc.

- 3) If damages are assessed, MoDOT may choose to deduct assessed amounts from current and/or future invoices.

2.15.3 For each day that a required report, document, or notification is late or not provided after it is due, the contractor shall pay MoDOT liquidated damages in the amount of \$10.00 per day until it is received. Such liquidated damages shall apply to each of the following:

- 1) Security Clearance documentation (see paragraph 2.10.5)
- 2) Task Schedule Notice (see paragraph 2.13.1)
- 3) Daily Log (see paragraph 2.13.2)
- 4) Material Safety Data Sheets (see paragraph 2.7)
- 5) Response to any contact from MoDOT regarding substandard and/or deficient service (see paragraph 2.15.2)

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

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

### **SECTION (3): AGREEMENT REQUIREMENTS**

This RFP shall be governed by the following contract provisions. The award of this RFP is subject to a post-award negotiated contract. These same contract provisions will appear in the post-award negotiated contract. If the parties are unable to agree to terms in the post-award contract, MHTC shall reserve the right to cancel the award of the RFP and contract and select a different offeror.

- (A) **MHTC's Representative:** MoDOT's Greg Horn, District Engineer is designated as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Agreement. The Offeror shall fully coordinate its activities for MHTC with those of the designated personnel. As the work of the Offeror progresses, advice and information on matters covered by the Agreement shall be made available by the Offeror to the designated personnel throughout the effective period of the Agreement.
- (B) **Release to Public:** No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's representative.
- (C) **Assignment:** The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or novation) without the prior written consent of MHTC's representative.
- (D) **Status as Independent Contractor:** The Offeror 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 MHTC or MoDOT. Therefore, the Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.
- (E) **Components of Agreement:** The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, the proposal submitted by the Offeror in the response to the RFP and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.
- (F) **Amendments:** Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror and MHTC.

**(G) MBE/WBE Participation Encouraged:**

1. Offerors are encouraged to submit copies of their existing affirmative action programs, if any. Offerors are also encouraged to directly hire minorities and women as direct employees of the Offerors.
2. Offerors 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. Offerors are encouraged to obtain 10% MBE and 5% WBE participation.
3. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors or suppliers of goods or services for the services to be provided, the Offeror ultimately remains responsible and liable to MHTC for the complete, accurate and professional quality/performance of these services.

**(H) Nondiscrimination:** The Offeror shall comply with all state and federal statutes applicable to the Offeror 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.*).

**(I) Executive Order:** The Offeror shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) 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 Offeror hereby certifies that any employee of the Offeror 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 Offeror 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 Offeror 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.

**(J) Incorporation of Provisions:** The Offeror shall include the provisions of Section (3), paragraph I of this Agreement in every subcontract. The Offeror 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.

**(K) 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](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 on Page 37.

**(L) 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 on Page 38.

**(M) Bankruptcy:** Upon filing for any bankruptcy or insolvency proceeding by or against the Offeror, whether voluntarily, or upon the appointment of a receiver, Offeror, or assignee, for the benefit of creditors, MHTC reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Offeror responsible for damages.

- (N) **Law of Missouri to Govern:** The Agreement shall be construed according to the laws of the state of Missouri. The Offeror shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.
- (O) **Cancellation:** MHTC may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Offeror with written notice of cancellation. Should 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 Offeror.
- (P) **Venue:** No action may be brought by either party concerning any matter, thing or dispute arising out of or relating to the terms, performance, nonperformance or otherwise of the Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that the Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place at or be delivered to Jefferson City, Missouri, by reason of which the Offeror consents to venue of any action against it in Cole County, Missouri.
- (Q) **Ownership of Reports:** All documents, reports, exhibits, etc. produced by the Offeror at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.
- (R) **Confidentiality:** The Offeror shall not disclose to third parties confidential factual matters provided by MHTC's representative except as may be required by statute, ordinance, or order of court, or as authorized by MHTC's representative. The Offeror shall notify MHTC immediately of any request for such information.
- (S) **Nonsolicitation:** The Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Offeror, to solicit or secure the Agreement, and that it has not paid or agreed to pay any percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MHTC shall have the right to annul the Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- (T) **Conflict of Interest:** The Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under this Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this Agreement.



(U) **Maintain Papers:** The Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no charge to MHTC and/or the Missouri State Auditor during the term of the Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement.

1. MHTC's representative shall have the right to reproduce and/or use any products derived from the Offeror's work without payment of any royalties, fees, etc.
2. MHTC's representative shall at all times have the right to audit any and all records pertaining to the services.

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

(W) **Insurance:**

(1) Prior to contract signing, the Offeror may be asked about its ability to provide certificates of insurance which meet, or approach, the following coverages:

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

**SECTION (4):  
PROPOSAL SUBMISSION INFORMATION**

**(A) SUBMISSION OF PROPOSALS**

- 1. Pricing and Signature:** Proposals should be priced, signed and returned (with necessary attachments) to Stephanie Austin Rashid as provided in this RFP. Specifically, any form containing a signature line in this RFP and any amendments, pricing pages, etc., must be manually signed and returned as part of the proposal.
- 2. Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.
- 3. Public Inspection:** The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization. Therefore, the Offeror must submit its proposal based on such conditions without reservations.
- 4. Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Stephanie Austin Rashid, Missouri Department of Transportation, 2309 Barrett Station Road, Ballwin, MO 63021, (314) 301-1439. Questions must be received in writing (may be e-mailed or faxed: [Stephanie.AustinRashid@modot.mo.gov](mailto:Stephanie.AustinRashid@modot.mo.gov) or Fax numbers 314-301-1437 or 573-526-0016) no later than July 7, 2014 at 10:00 a.m.
- 5. Proposal/Bid Guaranty/Contract Bond**
  - a. Each proposal shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
  - b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety

company must attach a current Power of Attorney setting forth his authority to execute the bond involved.

- c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.

## **(B) REQUIRED ELEMENTS OF PROPOSAL**

1. **Experience.** The proposal must clearly identify the Offeror's experience in offering the services requested in this RFP during the past three (3) years. The description should include a list of the agencies which your institution has served or currently serves.
2. **Personnel.** Please indicate the name, location, telephone number, fax number and email address of the primary contact person for the Offeror. Information presented in this section should highlight the previous Offeror experience, as well as any work with other state agencies or local governments in Missouri. Offeror must furnish a complete listing of each subOfferor, if any, and complete contact information for that subOfferor. (Exhibit C)
3. **References.** Proposals should indicate the name, title and telephone number of at least three officials of clients within the past three years. (Exhibit B)
4. **Proposed method of performance:** Proposals will be evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Since the evaluators have already read the Scope of Work as described in the RFP, it is not necessary for the Offeror to repeat the exact RFP Language, or to present a paraphrased version, as an original idea for a technical approach.
  - a. The Offeror should present a written narrative which demonstrates the method or manner in which the Offeror proposes to satisfy the requirements of the Scope of Work. Narrative should outline methods of operation, operational structure, and services to be provided by the Offeror. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action.
  - b. The method by which the proposed method of performance is written is left to the discretion of the Offeror. However, the following method is recommended:

On plain white paper, identify each specific paragraph and subparagraph of the Scope of Work (see Article II) by paragraph and page number as an item

for discussion. Immediately below these numbers, write a description of how, when, by whom, with what, to what degree, why, where, etc. the requirements will be satisfied. The description should include the number of employee hours to be devoted to each area.

AS AN EXAMPLE:

Discussion Item: Paragraph \_\_\_\_\_, Page \_\_\_\_\_

In this space, provide a specific description of how this requirement will be met, who will do it, criteria for it, the goals and objectives of it, etc.

5. **Familiarity of Building:** Offerors are advised that participation in a tour of the building(s) is considered essential to obtain a clear and complete understanding of the requirements of this document. Therefore, the offeror needs to document a thorough knowledge of the building(s) based on the offeror's attendance at a tour or through other knowledge of the building(s) gained from some other means. The offeror should provide any relevant information regarding their familiarity with the physical layout, condition, etc. of the buildings.

(C) **EVALUATION CRITERIA AND PROCESS**

1. **Evaluation Factors:** Any agreement for services resulting from this RFP shall be awarded to the Offeror providing the best proposal to MHTC. After determining responsiveness, proposals will be evaluated in accordance with the following criteria:
- |    |                                          |           |
|----|------------------------------------------|-----------|
| A. | Experience, expertise and reliability;   | 30 points |
| B. | Proposed Method of Performance;          | 30 points |
| C. | Cost, Fees and Expenses;                 | 20 points |
| D. | Recommendations from references;         | 10 points |
| F. | Overall clarity and quality of proposal. | 10 points |
2. **Historic Information:** MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, question and answer conferences, references, or other sources, in the evaluation process. Past performance and prior services with MoDOT (if applicable) will be a factor in award.

3. **Responsibility to Submit Information:** The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that MHTC's representative is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.
4. **Low Proposal Determination:** The objective evaluation of cost will be based upon a total annual amount for all services for the original contract period and potential renewal periods. For evaluation purposes only, the total for the required janitorial services will be computed using the cleanable square footage amount listed in the background section of the RFP and the total for supplemental services will be computed using the quantities listed below. However, the offeror shall agree and understand that the quantities listed are for cost evaluation purposes only and shall not be construed to be an estimate nor any guarantee of a minimum or maximum amount of services that may be required. Proposed prices must be entered on Exhibit A.
  - Additional carpet cleaning of approximately 5,000 sq. ft. of carpet;
  - Additional stripping and refinishing of approximately 5,000 sq. ft. of hard flooring;
  - Additional professional cleaning of upholstered furniture for 10 manager's chairs;
  - Additional professional cleaning of upholstered furniture for 10 side chairs;
  - One-time construction clean-up of 10,000 sq. ft.;
  - Additional Janitorial Personnel for approximately 100 hours.

After determining the low proposal, the low proposal will be reviewed to: (1) determine the responsibility and reliability of the offeror, (2) confirm that the proposal complies with the mandatory requirements stated in the Request for Proposal, and (3) confirm the offeror's familiarity of building.

#### **(D) PRICING**

1. **Fee Schedule:** The Offeror must submit a proposed fee for all services defined in the Scope of Work. This fee must be shown on Section (5), Price Page, of this proposal which must be completed, signed and returned with the Offeror's proposal.

**EXHIBIT A**  
**SECTION (5):**  
**PRICE PAGE**

**Janitorial Services** - The Offeror shall provide a firm, fixed per square foot, per month price for the original contract period and a maximum per square foot, per month price for each potential renewal period for providing all services in compliance with the requirements of this Request for Proposal. All costs associated with providing the required services shall be included in the stated price(s).

Item #	Description <i>C/S Code: 91039</i>	Original Contract Period <i>firm, fixed price</i>	1 <sup>st</sup> Renewal Period <i>maximum price</i>	2 <sup>nd</sup> Renewal Period <i>maximum price</i>	3rd Renewal Period <i>maximum price</i>	4th Renewal Period <i>maximum price</i>
001	Janitorial Services - per square foot, per month– including Contractor supplied wastebasket liners, soap, toilet tissue and paper towels.	\$_____ <i>per square foot, per month</i>	\$_____ <i>per square foot, per month</i>	\$_____ <i>per square foot, per month</i>	\$_____ <i>per square foot, per month</i>	\$_____ <i>per square foot, per month</i>

**EXHIBIT A**  
**SECTION (5):**  
**PRICE PAGE**  
**(continued)**

**Supplemental Service:** The Offeror shall state a firm, fixed price for the original contract period and a maximum price for each potential renewal period for each of the following supplemental services provided pursuant to the requirements stated herein. All cost associated with providing the required services shall be included in the stated price(s).

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

## EXHIBIT B

### **PRIOR EXPERIENCE OF BIDDER**

The bidder should copy and complete this form for each reference (Required three (3) projects within the last three years) being submitted as demonstration of the bidder and subcontractor's prior experience. In addition, the bidder is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

<b>Bidder/Subcontractor Name:</b>	
<b>Reference Information (Prior Services Performed For)</b>	
Name of Reference Company:	
Address of Reference Company:	
Reference Contact Person Name:	
Contact Person Phone #	
Contact Person e-mail address:	
Dates of Prior Services:	
Dollar Value of Prior Services	
Description of Prior Services Performed	

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

*Signature of Reference Contact Person*

*Date of Signature*



**EXHIBIT C**  
**PERSONNEL STAFFING**

STAFF MEMBER	BACKGROUND AND EXPERTISE OF PERSONNEL
--------------	---------------------------------------

1. \_\_\_\_\_  
                    (NAME)

\_\_\_\_\_  
                    (TITLE)

\_\_\_\_\_

2. \_\_\_\_\_  
                    (NAME)

\_\_\_\_\_  
                    (TITLE)

\_\_\_\_\_

3. \_\_\_\_\_  
                    (NAME)

\_\_\_\_\_  
                    (TITLE)

\_\_\_\_\_

4. \_\_\_\_\_  
                    (NAME)

\_\_\_\_\_  
                    (TITLE)

\_\_\_\_\_

5. \_\_\_\_\_  
                    (NAME)

\_\_\_\_\_  
                    (TITLE)

# 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

<b>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</b> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <b>not</b> 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.	
Item (or item number)	Location Where Item is Manufactured or Produced

*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:

- 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
- The management and daily business operations of which are controlled by one or more service-disabled veterans.

<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

**ANTI-COLLUSION STATEMENT**

**STATE OF** \_\_\_\_\_ )  
\_\_\_\_\_) **SS.**  
**COUNTY OF** \_\_\_\_\_ )

\_\_\_\_\_  
\_\_\_\_\_ being first  
duly sworn, deposes and says that he is

\_\_\_\_\_  
Title of Person Signing

of

\_\_\_\_\_  
Name of Bidder

that all statements made and facts set out in the bid for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

## 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  
Affiant name  
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,  
title business name  
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]***

**APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP (if applicable)**  
(a separate affidavit is required for each owner and general partner)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

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

***My name is \_\_\_\_\_, and I am of sound mind, capable of making this affidavit, and  
personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful  
presence in the United States of America:***

I am the \_\_\_\_\_ of \_\_\_\_\_, which is applying for a public benefit (grant, contract,  
owner or partner business name  
and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the  
Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

- ☐ a United States citizen.  
☐ an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or  
representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall  
be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between  
\$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and  
560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not  
less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such  
time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove  
citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Affiant's Social Security Number or  
applicable Federal Identification Number

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

\_\_\_\_\_  
Notary Public

My commission expires:

**SL15-002-R7 Janitorial Service-District Office and Barrett Station**

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we \_\_\_\_\_

\_\_\_\_\_,  
as Principal and \_\_\_\_\_, as Surety are held and firmly bound  
unto the **STATE OF MISSOURI** (acting by and through the **Missouri Highways and Transportation  
Commission**) in the penal sum of:

**Dollars**

(\$ \_\_\_\_\_) to be paid to the **State of Missouri or to the Missouri Highways and  
Transportation Commission**, to be credited to the State Road Fund, the Principal and Surety binding themselves,  
their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_

**THE CONDITION OF THIS OBLIGATION** is such that:

**WHEREAS**, the Principal is submitting herewith a bid to the Missouri Highways and Transportation Commission  
for furnishing **Janitorial Services** as set out in the bid to which this bond is attached.

**NOW THEREFORE**, if the Missouri Highways and Transportation Commission shall accept the bid of the  
Principal and if said Principal shall properly execute and deliver to the Missouri Highways and Transportation  
Commission the contract and contract bond in compliance with the requirements of the proposal, the specifications  
and the provisions of law, to the satisfaction of the Highways and Transportation Commission, then this obligation  
shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said Principal shall, in the judgment of the Missouri Highways and Transportation Commission,  
fail to comply with any requirement as set forth in the preceding paragraph, then the State of Missouri acting  
through the Missouri Highways and Transportation Commission shall immediately and forthwith be entitled to  
recover the full penal sum above set out, together with court costs, attorney's fees and any other expense of  
recovery.

(SEAL)

\_\_\_\_\_  
Principal

*By*

\_\_\_\_\_  
Signature

(SEAL)

\_\_\_\_\_  
Surety

*By*

\_\_\_\_\_  
Attorney-in-Fact

NOTE: This bond must be executed by the PRINCIPAL and by a CORPORATE SURETY  
authorized to conduct surety business in the State of Missouri.

## SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a

( ) sole individual                      ( ) partnership                      ( ) joint venture

( ) corporation, incorporated under laws of state of \_\_\_\_\_

Dated \_\_\_\_\_.

Name of individual, all partners,  
or joint ventures:

Address of each:

[illegible]

doing business under the name of:

Address of principal place of business in Missouri

(If using a fictitious name, show this name above in addition to legal names)

(If a corporation, show its name above)

ATTEST: (SEAL)

Secretary	Title
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(NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of

State, as required by Sections 417.200 to 417.230, RS Mo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the Standard specifications, Sec 102.6.6 and 102.6.7.