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REQUEST FOR PROPOSALS

JANITORIAL SERVICES

RFP 6-051104

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LIST OF ACRONYMS

MHTC	Missouri Highways and Transportation Commission
MoDOT	Missouri Department of Transportation
RFP	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**). One (1) original and five (5) copies of each proposal must be mailed in a sealed envelope to Ms. Erin Moritz, Missouri Department of Transportation, Post Office Box 270, Jefferson City, Missouri 65102, or hand-delivered in a sealed envelope to the General Services Procurement Office in the Highway and Transportation Building at 830 MoDOT Drive, Jefferson City, Missouri. Proposals must be returned to the offices of General Services at 830 MoDOT Drive no later than 2:00 p.m., CST, November 4, 2005.

NOTE: The Offeror must be in compliance with the laws regarding conducting business in the State of Missouri. Within ten (10) business days of notification, the Offeror will need to provide a copy of his/her Missouri Secretary of State’s “Certificate of Good Standing” prior to the issuance of any contract or initial purchase order by the Missouri Department of Transportation (MoDOT).

MHTC reserves the right to reject any and all proposals for any reason whatsoever.

NOTE: THE OFFEROR MUST SIGN AND RETURN THIS PAGE WITH THE PROPOSAL.

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.

Authorized Signature of Offeror: _____

Date of Proposal: _____

Printed or Typed Name: _____

Name of Business: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____

ACCEPTANCE

This proposal is accepted by MHTC.

(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 to MHTC and the Missouri Department of Transportation (MoDOT).
- (B) **Background:** MoDOT operates under a decentralized organization with headquarters in Jefferson City, and is governed by the MHTC, a six (6) member bi-partisan Commission appointed by the Governor. The General Headquarters office provides staff assistance and functional control for the various departmental tasks in ten (10) geographical districts. Each district contains approximately ten percent (10%) of the total road mileage in the state highway system.
- (C) **Fiscal Year:** The fiscal year runs from July 1-June 30.
- (D) **Contract Period:** One year from effective date, January 1, 2006 – December 31, 2006.
- (E) **Renewals:** The MHTC shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event the MHTC exercises such right, all terms and conditions, requirements and specifications of the contract, including all prices, shall remain the same and apply during the renewal period.
- (F) **Mandatory Tour of Buildings:** Potential Offerors must attend the tour of the buildings in order to submit a proposal for Janitorial Services.

Please refer to Appendix A for all of the building locations for the tour. The tour will begin at 9:00 am on October 12, 2005 at 830 MoDOT Drive, Jefferson City, Mo.

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 kept.

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 observe existing conditions, etc.

- (G) **Mandatory Pre-Proposal Conference:** A mandatory pre-proposal conference regarding this Request for Proposal will be held on October 12, 2005 at 1:00 pm, at 830 MoDOT Drive, Jefferson City, Mo. All potential Offerors must attend this conference in order to submit a response, since information relating to this RFP will be

discussed in detail. Offerors should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.

(H) RFP Schedule Of Events: The following RFP Schedule of Events represents MoDOT's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 7:30 am and 4:00 pm Central Standard Time.

MoDOT reserves the right at its sole discretion to expand this schedule, as it deems necessary, without any notification except for the deadline date for submitting a proposal.

Event	Date	Time
MoDOT Issues RFP	September 30, 2005	4:00 pm
Mandatory Building Tours	October 12, 2005	9:00 am- 12:00 pm
Mandatory Pre-Proposal Conference	October 12, 2005	1:00 pm – 3:00 pm
Deadline for Written Comments	October 14, 2005	2:00 pm
Deadline for MoDOT's Issuing Responses to Written Comments	October 21, 2005	4:30 pm
Deadline for Submitting a Proposal	November 4, 2005	2:00 pm
Recommendation of Award	November 22, 2005	4:00 pm
Contract Effective Date	January 3, 2006	8:00 am

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

(A) Services: The Contractor shall provide the following professional services:

- I. The Contractor shall provide janitorial services for the buildings identified in Appendix A in accordance with the requirements and specifications stated herein. MHTC reserves the right to offer multiple awards for this RFP. MoDOT reserves the right to terminate this service contract, if agreement is not reached between MoDOT and the Offeror.
- II. 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.
- III. 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 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 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 section of this document.
- IV. The Contractor must utilize Appendix C for reporting purposes throughout the contract period. Appendix C should be kept in the inside of the janitorial closet in the space provided. Appendix C should also be collected at the end of each month from each building and submitted with each invoice.

(B) Specific Requirements: The Offeror will provide to the General Services Procurement Unit one (1) original and five (5) copies of a program proposal which will include the following:

- I. Equipment and Supplies:
 - a. The Contractor 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 Contractor may either own or rent, at the Contractor's expense, equipment for performing the requirements of the contract.
 - b. The Contractor 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 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.

- c. The Contractor 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 Contractor shall provide to MoDOT contact personnel (listed on Appendix A) a Material Safety Data Sheet for each product/chemical seventy-two (72) hours prior to the Contractor's use of any product/chemical in any of the MoDOT buildings. The Contractor must maintain a file of the Material Safety Data Sheets on the inside of the door 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.
 - e. The Contractor must provide storage for the supplies/materials at each building site, as MoDOT has minimum storage capacity for janitorial products.
- II. Daily 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.

- a. The Contractor 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 Appendix B for cleaning times for secured areas of affected buildings.
 - 1) Thoroughly vacuum all carpet from wall to wall, including all entrance and exit rugs/mats.
 - 2) Cleaning all kitchens and break rooms must include washing and disinfecting all hard surfaces, and cleaning all coffeemakers.
 - 3) Thoroughly sweep all hard surface floors using treated brooms or dust mops, including elevator floors.
 - 4) Using a damp treated cloth, wipe all flat, horizontal surfaces including, but not limited to, file cabinets, conference tables, stands, bookshelves, coat racks, window sills, etc.
 - 5) Clean and disinfect microwaves.
 - 6) Wet mop all hard surface floors, including elevator floors, to give a clean and satisfactory appearance.

- 7) Clean both sides of entrance door glass, glass frames and accompanying glass panels including transoms (inside and outside), removing all fingerprints and dirt. Spot clean all interior glass.
 - 8) Clean and disinfect all drinking fountains.
 - 9) Empty all wastebaskets, trash, and disposal containers. Place trash and recycled paper in appropriate secured containers. Wash wastebaskets and replace plastic liners, as needed or requested.
 - The Contractor shall dispose of large trash items not located in trash receptacles only when **clearly marked** as trash.
 - 10) Spot clean all carpet as spots appear.
 - 11) Clean any and all stairwells located in each building.
 - 12) 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.
 - 13) Clean janitorial closets after completion of the daily tasks and before exiting the building.
 - 14) Wash all tables. Wipe all plastic chairs.
 - 15) Clean all interior and exterior doors and frames.
 - 16) Clean all elevator walls and both sides of elevator doors.
- 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.

III. Bi-Weekly Requirements:

- a. The Contractor shall perform the following tasks at least two (2) times every week, with at least two (2) days between tasks. The Contractor 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) Spray and buff all hard surface floors in order to remove scuffs and black marks from floor and baseboards.

- 2) Remove full large plastic recycle bins, place recycle bins in the pick-up location, and replace with empty recycle bins.
- 3) Remove cobwebs from all ceilings, doors, ceiling fans, and corners within each building.
- 4) Clean the fronts and sides of all vending machines.
- 5) Spot clean all wall and partition surfaces to give a clean satisfactory appearance, including light switches.
- 6) Brush and spot clean fabric furniture.
- 7) Clean/dust all venetian/mini-blinds.
- 8) Clean all exterior surfaces of all icemakers in all buildings.

IV. Monthly Requirements:

- a. 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 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 Contractor must notify MoDOT of the beginning and completion date pursuant to the reporting requirements stated elsewhere herein.
 - 1) Clean all baseboards.
 - 2) Dust all vertical surfaces of office furniture and equipment.
 - 3) Dust all coat racks.
 - 4) Vacuum all cloth partitions. Clean bases and dust tops.
 - 5) Clean/vacuum all ceiling, door, and wall vents.

V. Quarterly Requirements:

One (1) time each quarter, prior to January 10, April 10, July 10, and October 10, the Contractor must perform the quarterly tasks listed below. The Contractor 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 Contractor must notify MoDOT of the beginning and completion date pursuant to the reporting requirements stated elsewhere herein.

- a. 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.
- b. Clean both sides of all interior windows.
- c. Clean all glass surfaces other than windows.
- d. Wash, clean, and disinfect all wastebaskets.
- e. Clean tops of wall-mounted cabinets.

VI. Semi-Annual Requirements:

During the months of April and October, prior to the 10th of each month, the Contractor must perform the semi-annual tasks listed below. In addition, the Contractor 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 Contractor 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 Contractor must notify MoDOT of the beginning and completion date pursuant to the reporting requirements stated elsewhere herein.

- a. Strip and refinish all hard surface floors with two (2) coats of skid-proof wax.
- b. 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.
- c. Clean all interior glass surfaces, including all windows on the building envelope.

VII. Annual Requirements:

Within the first sixty (60) calendar days following award of the contract and on an annual basis thereafter, the Contractor shall clean all wall surfaces, taking care not to use any liquid or product that will mar or scratch the wall coverings. The Contractor 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 Contractor 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 Contractor must notify MoDOT of the beginning and completion date pursuant to the reporting requirements stated elsewhere herein.

VIII. 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.

- a. Daily Requirements: The Contractor 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 Appendix B 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.
 - 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 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.
- b. Weekly Requirements: The Contractor 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.

- c. Monthly Requirements: The Contractor shall clean and disinfect all walls and machine scrub all restroom floors one (1) time per month, within the first ten (10) consecutive work days of each month. The Contractor 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 Contractor must notify MoDOT of the beginning date and completion date pursuant to the reporting requirements stated elsewhere herein.

IX. Personnel and Security Requirements:

- a. 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 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 Contractor's working supervisor shall, at a minimum, be responsible for the following:
 - 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) Inspect services performed each day and assuring that all requirements are completed satisfactorily and acceptable to the standards established by MoDOT.
 - 3) Train and assign duties for the Contractor's employees as necessary.
 - 4) Working with and maintaining 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 service. 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 Contractor's employees to provide the required services. MoDOT also reserves the right to request replacement of any of the Contractor's employees. Unless the situation with 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 any unsatisfactory employee(s).

- c. The Contractor shall be responsible for supervision of all of the Contractor's employees and the services provided by such employees as required to satisfactorily perform the requirements of the contract.
- d. The Contractor, or the Contractor'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 Contractor's designee must have the express authority to speak on behalf of the Contractor and to make decisions on the behalf of the Contractor.
 - 2) By no later than ten (10) calendar days after award of the contract, the Contractor shall provide MoDOT with the name, address, and telephone number of the Contractor's designee.
- e. 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 copy of the security clearance information obtained from their State Highway Patrol for each employee.
 - A completed Authorization for Release of Information Form and Confidentiality Oath individually signed by the Contractor and each current or anticipated employee who shall be assigned to the contract.

This information should be submitted to Tim Taylor. He may be reached by phone (573-751-2825), or by email (Timothy.Taylor@modot.mo.gov) in order to set up a meeting to get turn in this information and receive security clearance.

 - 2) For each new or unanticipated employee, the Contractor 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 Contractor's employees for any reason.
- f. 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 break rooms.

- g. The Contractor must ensure that each of the Contractor's employees are appropriately dressed while on-site and is wearing an article of clothing identifying the Contractor and have a visible picture ID tag at all times.
- h. The Contractor's employees shall not loiter in the buildings nor smoke anywhere in the buildings.
- i. The Contractor shall not use nor allow the Contractor's employees to use any MoDOT telephones and/or equipment in the building except for the beverage and snack vending machines.
- j. 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.).
- k. 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.).

X. Security Requirements:

- a. The Contractor 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 Contractor or the Contractor's employees are on the premises. All employees of the Contractor shall be required to wear identification that clearly indicates they are an employee of the Contractor.
 - 1) Employees of the Contractor shall not be allowed to bring friends or family members into MoDOT facilities. The Contractor shall ensure that only authorized employees of the Contractor are permitted access to MoDOT facilities to conduct janitorial duties only.
 - 2) The Contractor and the Contractor's employees shall not carry firearms or any other lethal weapons inside any MoDOT building.
- b. When the Contractor and/or the Contractor's employees leave the building, the Contractor 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 Contractor shall activate the system(s) according to instructions in order to protect the security of the building.
- c. 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 nor shall the Contractor'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 Contractor \$35

per lost key. 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 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 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 the Contractor or a Contractor's 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.
- d. Employees of the Contractor 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.
 - e. 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.

XI. 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.

- a. Additional Carpet Cleaning: On an as needed, if needed basis as determined and instructed by MoDOT, the Contractor shall perform additional deep cleaning carpet/water extraction services.
- b. Additional Hard Flooring Cleaning: On an as needed, if needed basis as determined and instructed by MoDOT, the Contractor shall perform additional stripping and refinishing services for vinyl flooring.

- c. Deep Cleaning of Upholstered Furniture: On an as needed, if needed basis as determined and instructed by MoDOT, the Contractor shall perform deep cleaning services for the following upholstered furniture:
 - 1) Manager's Chair
 - 2) Side Chair (upholstered without arm upholstering)
 - 3) Sofa
- d. 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 Contractor shall provide one-time and/or on-going construction clean-up.
- e. Additional Personnel: The Contractor shall provide janitorial personnel on an as needed, if needed basis.
- f. Dock Cleaning: On an as needed, if needed basis as determined and instructed by MoDOT, the Contractor shall sweep clean horizontal surfaces in the outside dock area, including any adjacent stairs and/or steps.

XII. Reporting Requirements:

- a. 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 required task. 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."
- b. 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, and/or any mitigating circumstances that prevented the Contractor's employees from performing the contractual service. The daily log shall remain at the building in a mutually agreed upon location accessible to both the Contractor and MoDOT. 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.

XIII. Payment and Invoicing Requirements:

- a. Invoicing: The Contractor shall submit a monthly itemized invoice, to the address stated below, for providing janitorial services in accordance with the provisions and requirements stated elsewhere herein. The Contractor must include the firm, fixed price per square foot, per month, contract number, location, and dates of service on each monthly invoice.

District 5

Missouri Department of Transportation
Attn: Corey Duemmel
1511 Missouri Blvd.
P.O. Box 270
Jefferson City, MO 65102

Central Office

Missouri Department of Transportation
Attn: Angela Sutton - Facilities Maintenance
105 W. Capitol Ave.
P.O. Box 270
Jefferson City, MO 65102

- b. Payment: The Contractor shall be paid the firm, fixed price per square foot, per month specified on the Pricing Page of this RFP for janitorial services actually provided, subject to any damages that may be charged to the Contractor, per the damage requirements stated elsewhere herein. If a partial month of service is provided, the monthly amount due shall be divided by the total number of workdays in that particular month to obtain a daily rate. The daily rate shall then be multiplied by the number of days in the particular month for which service was provided and rounded to the nearest cent. Additionally, MoDOT has up to thirty (30) days after receipt of invoice to pay each invoice.
 - 1) 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. Invoicing for supplemental services shall be invoiced separately from the monthly invoice and itemized as miscellaneous services. These services will be authorized and approved by Andy Goeller, Central Office, or Corey Duemmel, District 5.
 - 2) Other than the payment(s) specified above, no other payments or reimbursements shall be made to the Contractor for any reason whatsoever.

(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.

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 Deputy Administrative Officer 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 General Services' Director. 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 General Services' Unit 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) Participation by Minorities and Women Encouraged:

1. No contracting quotas or “set-asides” apply to this contract. However, each firm is encouraged to use race and gender neutral methods to encourage more interest and potential participation in this contract work by minorities and women, both as employees of the contracting firm, and as the owners of firms that are subContractors or suppliers to the selected Contractor.
2. Each Offeror is required to specify in its proposal the firms’s anticipated employment of minority and women employees as a percentage of its overall employee population. The Offeror may provide other information on its employment of women and minorities as well, relating to this particular contact work. And further, each Offeror is required to specify in its proposal those minority-owned and women-owned firms that the Offeror intends to use as subcontractors or supplies in the performance of this contract work, and the approximate percentage (by dollar value) of the total contract work that these minority-owned and women-owned firms will receive, if the Offeror is awarded this contract. This data may be used by MoDOT to evaluate the proposals and determine the ranking of each Offeror.

(H) 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.

(I) Cancellation: MHTC may cancel the Agreement at any time by providing the Offeror with written notice of cancellation. Should MHTC exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror and as provided in the bond trust indenture.

(J) 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.

(K) 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.

(L) 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.

- (M) **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.
- (N) **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.
- (O) **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.
- (P) **Indemnification:** The Offeror shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement. In addition to the liability imposed upon the Offeror on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Offeror's performance under this Agreement, the Offeror assumes the obligation to save harmless MHTC, including its agents, employees and assigns, and to indemnify MHTC, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees. The Offeror also agrees to hold harmless MHTC, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subContractor or other person employed by or under the supervision of the Offeror for any purpose under this Agreement, and to indemnify MHTC, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission. Any requirement of the Offeror that MHTC indemnify and hold harmless the Offeror in its response to this RFP or in the post-award contract will result in the Offeror's response being deemed non-responsive and will be rejected.

(Q) Compliance with General Conditions: The Offeror shall comply with all provisions of the Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions which are attached to this RFP.

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

(A) SUBMISSION OF PROPOSALS

- 1. Pricing and Signature:** Respondents **must** use forms provided by the Agency. If additional space is necessary, respondents should attach additional sheets referencing the appropriate response page. Proposals should be priced, signed and returned (with necessary attachments) to Ms. Heather Turner 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 after full award and contract execution 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. All information pertaining to this request and resulting responses will not be available for review until a final contractual agreement is reached with the lowest and best responses received. 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 Erin Moritz, Missouri Department of Transportation, P. O. Box 270, Jefferson City, Missouri, 65102, (573) 526-8194.

(B) REQUIRED ELEMENTS OF PROPOSAL

1. OFFEROR'S EXPERIENCE, EXPERTISE AND RELIABILITY

- (a) Experience and reliability of the Offeror's organization is considered in the evaluation process. Therefore, the Offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to previous janitorial services.
- (b) The Offeror should provide the following information related to previous and current contracts which are considered identical or similar to the requirements of this RFP.

1. Name, address and telephone number of contracting agency and a contact person who may be contacted for verification of all data submitted.
 2. Dates of the Contract.
 3. A brief, written description of the specific prior services performed and requirements thereof.
- (c) The above information may be shown on the form attached as EXHIBIT A to this RFP or in a similar manner.
- (d) The qualifications (expertise) of the personnel proposed by the Offeror to perform the requirements of the RFP will be considered in the evaluation. Therefore, the Offeror should submit detailed information related to the expertise and qualification of the staff proposed. EXHIBIT B should be used for this.
- (e) The Offeror should provide a resume including referenced detailing educational qualifications and previous work assignments as may relate to this RFP for key personnel to be assigned to the project.
- (f) If the staff is not yet hired, the Offeror should provide:
1. detailed descriptions of the required employment qualifications, and
 2. detailed job descriptions of the positions to be filled, including the type of individuals proposed to be hired.
- (g) The Offeror may utilize EXHIBIT B for displaying such information or may use any other method necessary.

2. PROPOSED METHOD OF PERFORMANCE

- (a) 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.
- (b) The Offeror should present a written narrative which demonstrates the method or manner in which the Offeror proposes to satisfy the requirement of the Scope of Work. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action.

- (c) 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 Part Two) 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 requirement 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 describe who will be providing the service, specifics about the service, how the task will be accomplished, what direction will the service take, how often it will be provided, who will provide it, etc. Also, describe any other information you can possibly think of related to this requirement.

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.

- (d) The Offeror should provide an organizational chart showing the staffing and lines of authority for the day personnel to be used. The relationship of the project leader to management and to support personnel should be clearly illustrated.

3. COST, FEES & EXPENSES

The objective evaluation of cost shall be conducted based upon a total annual amount for all services. For evaluation purposes only, the total for the required janitorial services shall be computed using the cleanable square footage amount listed in Appendix A and the total for supplemental services computed using the quantities listed below.

- 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;
- Additional professional cleaning of upholstered furniture for 10 sofas;

- One-time construction clean-up for 10 hours;
 - On-going construction clean-up for 10 hours;
 - Cyclical replacement of fluorescent lamps for 10 hours; and
 - Additional janitorial personnel for 100 hours.
- (a) Utilizing the total cost determined from above, cost points shall be determined using a scale of 25 possible points and the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 25 = \text{Cost score points}$$

- (b) The Offeror shall agree and understand the evaluation of cost shall include the original contract period and all potential renewal periods.
- (c) The Offeror shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. MoDOT makes no guarantee regarding the accuracy of the quantities stated, nor does MoDOT intend to imply the figures used for the cost evaluation in any way reflect actual nor anticipated usage.

4. RECOMMENDATIONS FROM REFERENCES

- (a) Proposals should indicate the name, title and telephone number of at least three officials or clients within the past three years. Please use Exhibit A for this information.

(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 & Reliability	30 pts. Maximum
B.	Proposed Method of Performance	25 pts. Maximum
C.	Cost, Fees and Expenses	25 pts. Maximum
D.	Recommendations from references	20 pts. Maximum

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.

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.

(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.

**SECTION (5):
PRICING PAGE**

(A) JANITORIAL SERVICES

The Offeror shall provide a firm, fixed price per square foot, per month, in the table below, for the original contract period and a maximum price per square foot, per month, for each potential renewal period for providing all janitorial services in accordance with the provisions and requirements specified herein. In addition, the Offeror shall provide a firm, fixed percentage over net cost for providing all janitorial supplies in accordance with the provisions and requirements specified herein. All costs associated with providing the required services shall be included in the stated prices.

Item #	Description	Original Contract Period	1 st Renewal Period	2 nd Renewal Period
001	Janitorial Services	\$ _____ Per Square Foot, Per Month	\$ _____ Per Square Foot, Per Month	\$ _____ Per Square Foot, Per Month

(B) SUPPLEMENTAL SERVICES

The Offeror shall provide, in the table below, firm, fixed prices for each of the following 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 prices.

Item #	Description	Original Contract Period	1 st Renewal Period	2 nd Renewal Period
For cleaning carpet <u>in addition to</u> that required herein:				
003	Deep clean carpet/water extraction	\$ _____ Per Square Foot	\$ _____ Per Square Foot	\$ _____ Per Square Foot
For cleaning hard flooring <u>in addition to</u> that required herein:				
004	Clean and seal concrete flooring	\$ _____ Per Square Foot	\$ _____ Per Square Foot	\$ _____ Per Square Foot
005	Strip and refinish hard flooring	\$ _____ Per Square Foot	\$ _____ Per Square Foot	\$ _____ Per Square Foot
For deep cleaning of upholstered furniture <u>in addition to</u> that required herein:				
006	For each manager's chair cleaned	\$ _____ Per manager's chair	\$ _____ Per manager's chair	\$ _____ Per manager's chair
007	For each side chair cleaned	\$ _____ Per side chair	\$ _____ Per side chair	\$ _____ Per side chair
008	For each sofa cleaned	\$ _____ Per sofa	\$ _____ Per sofa	\$ _____ Per sofa

Item #	Description	Original Contract Period	1 st Renewal Period	2 nd Renewal Period
For construction clean-up services:				
009	One time construction clean-up	\$ _____ Per Hour, Per Person	\$ _____ Per Hour, Per Person	\$ _____ Per Hour, Per Person
010	Ongoing construction clean-up	\$ _____ Per Hour, Per Person	\$ _____ Per Hour, Per Person	\$ _____ Per Hour, Per Person
For additional per hour janitorial services:				
011	Additional janitorial personnel	\$ _____ Per Hour, Per Person	\$ _____ Per Hour, Per Person	\$ _____ Per Hour, Per Person
For dock area clean-up services				
012	Cyclical Fluorescent Lamp Change	\$ _____ Per Hour, Per Person	\$ _____ Per Hour, Per Person	\$ _____ Per Hour, Per Person

(Signature/Title)

(Date)

EXHIBIT B
PROFESSIONAL AND ADMINISTRATIVE STAFF

BACKGROUND AND EXPERTISE

(Duplicate this page, or supply the information it requests, for each professional and administrative staff member who will be assigned to perform or supervise work under the Agreement.)

STAFF MEMBER

_____ (Name) _____ (Title or Position)

Specific Role in this Contract Work: _____

Experience/Previous Related Work Assignments: _____

Educational Qualifications: _____

Previous Government Experience: _____

References:

Name	Title	Address	Telephone
1.			
2.			
3.			

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

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

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list SS #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

APPENDIX A

Locations and Approximate Square Footage

Location	Square Footage-Evening Cleaning	Square Footage-Day-time Cleaning
	<i>MoDOT Contact Person(s):</i> Andy Goeller (573) 522-9770; Dave Simmons (573) 522-8731	
Annex & Garage - 601 W. Main	36,078	0
Annex Training Center - 601 W. Main	16,052	0
Central Office Building - 105 W. Capital Ave.	102,310	0
St. Mary's East - 2211 St. Mary's Blvd	21,000	0
St. Mary's West - 2217 St. Mary's Blvd	22,000	0
	<i>MoDOT Contact Person(s):</i> Andy Goeller (573) 522-9770; Dave Simmons (573) 522-8731 District 5 – Corey Duemmel (573) 526-6956 Jerry Kliethermes (573) 751-7686; Coleen Welter (573) 751-3660	
GS Complex - 830 MoDOT Drive	9,891	3,236
Sign Shop - 754 MoDOT Drive **	0	2,392
Bridge Maint. - 910 MoDOT Drive *	0	1,784
Central Lab - 1617 Missouri Blvd	59,271	0
1320 Creek Trail Drive	36,000	0
Old Archives – 930 MoDOT Drive	0	944
New Archives – 728 F Heisinger **	0	1,250
DISTRIC 5 BUILDINGS		
District 5 Administration Offices – 1511 Missouri Blvd	34,539	0
Survey Building – 1507 Missouri Blvd	7,000	0
Jefferson City Project Office – 5616 Red Eagle Dr. **	3,700	0
Signal & Striping Building – 740 MoDOT Dr. **	0	1,550
Total of Daytime & Evening Square Footage	347,841	11,156
	358,997	

* Friday Only Cleaning

** Tuesday & Friday Only Cleaning

APPENDIX B

Cleaning Requirements for Secured Areas In Applicable Buildings

105 West Capitol:

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 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.
- 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.

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.**

MoDOT's Janitorial Services Log

APPENDIX C

Building Name:

Building Location:

Daily Requirements Log

Date of Services Performed:

Description of Services Performed:										
Vacuum all carpet										
Clean kitchens & break rooms										
Sweep hard surface floors (including stairwells)										
Wipe horizontal surfaces										
Clean & disinfect microwaves										
Wet mop hard surface floors										
Clean all doors and frames & elevator doors & walls										
Empty wastebaskets & recycled paper										
Spot clean carpet (rugs & mats) & scuffs from hard floor surfaces (baseboards & floors)										
Clean & disinfect drinking fountains										
Clean stairwells										
Remove trash & sweep sidewalks										
Wash all tables										
Clean Janitorial closets										

Restroom Daily Requirements:										
Clean all surfaces in restrooms										
Clean & disinfect toilets, seats, countertops & walls										
Clean all mirrors										
Wet mop floors with disinfectant & clean mop head										
Clean stall partitions, doors, push plates & doorframes										
Dust/wipe all horizontal surfaces										
Empty & clean trash containers, change liners										
Restock dispensers to normal limits										
Remove spots, stains, scuff marks, finger & handprints										

MoDOT's Janitorial Services Log

APPENDIX C

Building Name:

Building Location:

Bi-Weekly Requirements Log

Date of Services Performed:

Description of Services Performed:										
Spray & buff hard surface floors to remove scuffs & black marks from floor & baseboards										
Remove full recycle bins, replace with empty bins										
Remove cobwebs from all buildings										
Clean fronts & sides of vending machines and ice makers										
Spot clean wall & partition surfaces										
Brush & spot clean fabric furniture										
Clean/dust Venetian/miniblinds										

Monthly Requirements Log

Date of Services Performed:

Description of Services Performed:										
Clean all baseboards										
Dust vertical surfaces of office furniture, equipment & interior doors & frames										
Dust all coat racks										
Vacuum all cloth partitions, clean bases and dust tops										
Clean & vacuum ceiling, door & wall vents										

Restroom Monthly Requirements:										
Clean & disinfect all walls & machine scrub floors										
Clean the air diffusers and all exposed pipes										

MoDOT's Janitorial Services Log

APPENDIX C

Building Name:

Building Location:

Monthly Requirements Log

Date of Services Performed:

Description of Services Performed:										
Scrub, strip or refinish hard surface floors & apply 2 coats of skid-proof wax floor finish.										
Deep clean all carpet										
Clean both sides of interior windows										
Clean glass surfaces other than windows										
Wash, clean & disinfect all wastebaskets										
Clean tops of wall-mounted cabinets										

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

STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

General Performance

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

Nondiscrimination

- a. The Bidder/Offeror understands that this project involves state funds and the Bidder/Offeror awarded the contract will be required to comply with the Executive Order 94-03 of the Governor of the State of Missouri dated January 14, 1994. This order stipulates that there shall be no discriminatory employment practices by the Contractor or his subContractors, if any, based on race, color, religion, creed, national origin, sex or age. The undersigned Contractor or his subContractors, if any, shall give written notice of their commitments under this clause

to any labor union with which they have bargaining or other agreements

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

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

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

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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.

Invoicing and Payment

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

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.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor will be required to submit to MoDOT a copy their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subContractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within

the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.

- 1) The attachment entitled "**PREFERENCE IN PURCHASING PRODUCTS**" must be completed and returned with the solicitation documents.
- 2) The attachment entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" must be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more**

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

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subContractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were

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not reasonably ascertainable upon the initial inspection) may be rejected.

- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Insurance

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any SubContractor or anyone directly or indirectly employed by any of them.
- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
 - 1) Workmen's Compensation: Full coverage, including "Occupational Disease Act" requirements.
 - 2) Public Liability (includes property damage and personal injury):
 - i. Not less than \$400,000 each individual per accident or occurrence.
 - ii. Not less than \$2,500,000 each accident or occurrence.
 - 3) Special Hazard Insurance: As required.
 - 4) Builder's Risk: Not less than the full Contract amount.

Status of Independent Contractor

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

Information and Reports

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of

Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Cancellation of Contract

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