

**BID FORM**

MISSOURI DEPARTMENT OF TRANSPORTATION  
GENERAL SERVICES - PROCUREMENT  
St. Louis District, 2309 Barrett Station Road  
Ballwin, MO 63021

REQUEST NO.	SL13-005-R7		
DATE	June 8, 2012		
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SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL  
  
**10:00 a.m., Local Time, July 9, 2012**  
  
AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES

**BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION**  
Submit net bid as cash discount stipulations will not be considered  
  
Transportation Management Center (TMC)  
14301 South Outer Forty Road  
Chesterfield, MO 63017

<b>BUYER:</b>	Stephanie Austin Rashid, Sr. General Services Technician	<b>MoDOT web site:</b> <a href="http://www.modot.mo.gov/business/contractor_resources/gs_bidding/D6/D6commodities.htm">http://www.modot.mo.gov/business/contractor_resources/gs_bidding/D6/D6commodities.htm</a>
<b>BUYER EMAIL:</b>	Stephanie.AustinRashid@modot.mo.gov	<b>BUYER TELEPHONE:</b> (314) 301-1439

**SUPPLIES OR SERVICES**

**To establish a contract to furnish janitorial cleaning services with an effective date of Notice to Proceed and ending June 30, 2013 in accordance with the following pages.**

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

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

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

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

<b>Date:</b> _____	<b>Firm Name:</b> _____
<b>Telephone No.:</b> _____	<b>Address:</b> _____
<b>Fax No.:</b> _____	_____
<b>Federal I.D. No.</b> _____	<b>By (Signature):</b> _____
<b>Email Address:</b> _____	<b>Type/Print Name</b> _____
	<b>Title:</b> _____

Is your firm MBE certified?  Yes  No

Is your firm WBE certified?  Yes  No

## **1. INTRODUCTION AND GENERAL INFORMATION**

- 1.1** This Request For Bid (RFB) seeks bids from qualified organizations to provide Janitorial Cleaning Services for MoDOT's Transportation Management Center (TMC).
- 1.2** Organization - This document, referred to as a Request for Bid (RFB), is divided into the following parts:
- 1) Background Information
  - 2) Scope of Work with Janitorial Requirements
  - 3) Bid Submission
  - 4) Pricing Page(s)
  - 5) Vendor Information and Preference Certification Form
  - 6) Anti-Collusion Statement
  - 7) Annual Worker Eligibility Verification Affidavit
  - 8) Bid Bond
  - 9) Signature and Identity of Bidder
  - 10) Terms and Conditions

## 1. 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. Bidders are advised, however, that the contractual requirements within this RFB 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. Transportation Management Center (TMC) 14301 South Outer 40, Chesterfield, MO 63017
- 1.2 The approximate Ceramic tile areas, VCT (Vetrofied Clay Tile) and carpeted areas for building are as follows and are included on the included drawings of TMC Building.:

TMC Building (s.f.):

Item	1 <sup>st</sup> Floor	2 <sup>nd</sup> Floor	Total
VCT	780	895	1675
Ceramic Tile	2300	325	2635
Carpet	5750	6160	11,910

- 1.2.1 The TMC building on an average 24 hour weekday, 65 people officially assigned Men 42 + Women 23; this does not include conferences or guests. On the weekends a minimum of 7 people working in building each day.
- 1.2.2 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 Bid.
- 1.3 Non-Mandatory /Pre Bid Tour Of Buildings:

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

**June 25, 2012 10:00 A.M. – meet at the TMC Building  
14301 South Outer 40 Road**

- 1.3.2 The purpose of the tour is to allow potential Bidders an opportunity to inspect the buildings prior to submitting a proposal. **POTENTIAL BIDDERS SHALL NOT BE PERMITTED TO SCHEDULE A TOUR AT A DIFFERENT TIME OR DATE.** An attendance record will be available.
- 1.3.3 Each Bidder 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 Bidder shall not be relieved of responsibility for performance under the contract for any reason whatsoever, including, but not limited to, (1) the Bidder's failure to attend the scheduled tour of the buildings (2) the Bidder's failure to observe existing conditions, etc.

- 1.4 **Fiscal Year:** The fiscal year runs from July 1-June 30, period of service will be from Date of Award through June 30, 2013, 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.

## 2. SCOPE OF WORK

**Services:** The Bidder shall provide the following janitorial services for the provision of janitorial services as set forth.

### (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.
- 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 building, 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, 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 MoDOT will furnish toilet tissue, seat covers, paper towels, trashcan liners, liquid hand soap and sanitary liners.
- 2.3 The contractor shall furnish all chemicals including but not limited to stripper, wax, shampoo, glass cleaner, disinfectant, etc. 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.
- 2.4 The contractor may be assigned an area in the 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
- 2.5 The contractor shall not use any products, supplies or equipment which may be injurious or damaging to the surfaces upon which they shall be applied.
- 2.6 Seventy two (72) hours prior to the contractor's use of any product/chemical in the buildings, the contractor shall provide a Material Safety Data Sheet for each such product/chemical. The contractor

must maintain a file of the Material Safety Data Sheets in the janitorial closet in the building where the product/chemical is to be stored. The Material Safety Data Sheets shall remain the property of MoDOT.

2.7 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 products may be considered breach of contract.

## 2.8 Specific Service Requirements:

The contractor shall perform the following requirements in the building 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 7 nights each week, Monday through Sunday, between the hours of 3:00 p.m. and 12:00 a.m., unless otherwise specified. Work in some areas of the building will be required after 6:00 p.m..
- 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 cubicles and office areas.
  - 2) Clean all kitchens and break rooms, wash and disinfect all hard surfaces, and clean all coffee makers. Fill all soap and paper towel dispensers.
  - 3) Thoroughly sweep and wet mop all hard surface floors, including stairways, using treated brooms or dust mops to give a clean and satisfactory appearance.
  - 4) Using a damp treated cloth, wipe all flat, horizontal, surfaces including, but not limited to, file cabinets, conference tables and stands, bookshelves, coat racks, window sills, and modular office systems, etc. Clean and disinfect all telephones.
  - 5) Remove cobwebs from all ceilings, doors, ceiling fans, and corners within each building.
  - 6) Clean both sides of entrance door glass, clean door glass frames and accompanying glass panels including transoms (inside and outside), removing all fingerprints and dirt. Spot clean all interior glass.
  - 7) Clean and disinfect drinking fountains.
  - 8) Spot clean all wall and partition surfaces, including light switches, to give a clean satisfactory appearance.
  - 9) Empty all wastebaskets, trash, and disposal containers. Wash wastebaskets and replace plastic liners, as needed. Clean surrounding areas of wastebaskets to eliminate spots, splashes, etc.
  - 10) Spot clean all carpet as spots appear or as notified with the communication log.

- 11) Remove all trash and sweep sidewalks for twenty feet (20') from all entrances/exits to each building. Dump trash in large trash bin located on west side of parking lot.
- 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 microwaves located in TMC break room.
- 17) Rooms 155-122
  - a) Computer room flooring-specific care needs to be taken when damp mopping and sweeping this room
  - b) Hepavacuum must be used for the raised flooring areas
  - c) Vacuum behind the video wall.

#### 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 3:00 p.m. and 12:00 a.m., on any day, Monday through Sunday, 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, including, but not limited to the kickplates on the doors and sinks.

#### 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 3:00 p.m. and 12:00 a.m., on any day, Monday through Sunday, 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 and picture frames.
- 7) Vacuum all cloth partitions. Clean bases and dust tops.
- 8) Clean/vacuum all ceiling, door and wall vents.
- 9) Clean all exterior surfaces of all icemakers in all buildings.
- 10) Brush and spot clean fabric furniture.
- 11) Dust all beams in lobby. Dust the outside horizontal ledges of conference room 211.

#### 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 Sunday, 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 and all fabric chairs.

#### 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 3:00 p.m. and 12:00 a.m., on any day, Monday through Sunday, 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.

#### 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 3:00 p.m. and 12:00 a.m., on any day, Monday through Sunday, 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 mark or scratch the wall coverings.
- 2) Dust and clean all silk greenery located throughout the building.

#### 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 seven nights each week, Monday through Sunday, excluding state holidays, between the hours of 3:00 p.m. and 12:00 a.m. Refer to Exhibit D 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, 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 3:00 p.m. and 12:00 a.m., on any day, Monday through Sunday, 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 3:00 p.m. and 12:00 a.m., on any day, Monday through Sunday, 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 3:00 p.m. and 12:00 a.m., on any day, Monday through Sunday, 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.

## 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. Tina Schmitz is the designated onsite TMC point of contact during business hours for cleaning issues.
  - 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 twice 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,
  - 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.

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.

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.

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.

2.12.1 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.

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

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

2.12.3 Construction Clean-up - Due to construction, there is often a need for additional cleaning in construction areas. Therefore, the contractor shall provide one time construction clean-up and/or on-going construction clean-up as determined necessary and as instructed by MoDOT.

2.12.4 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. 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	\$5.00 per task
2) Weekly Requirement	\$10.00 per task
3) Monthly Requirement	\$20.00 per task
4) Quarterly Requirement	\$25.00 per task
5) Semi-Annual Requirement	\$30.00 per task
6) Annual Requirement	\$35.00 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 2.9.5)
- 2) Task Schedule Notice (see paragraph 2.12.1)
- 3) Daily Log (see paragraph 2.12.2)
- 4) Material Safety Data Sheets (see paragraph 2.6)
- 5) Response to any contact from MoDOT regarding substandard and/or deficient service (see paragraph 2.14.2)

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.

### 3. BID SUBMISSION

#### 3.1 Bid Submission Information:

3.1.1 All bids must be received in a sealed envelope clearly marked “SL13-005-R7 Janitorial Service-TMC”.

All questions regarding the RFB shall be submitted to Ms. Stephanie Austin Rashid within three (3) business days of bid closing. Bids must be returned to the office of Ms. Austin Rashid no later **than 10:00 a.m., Local Time, July 9, 2012.**

3.1.2 All bids must be received at the office of the RFB Coordinator as outlined below. Each bid must be mailed or hand delivered in a sealed envelope.

#### **RFB Coordinator:**

**Ms. Stephanie Austin Rashid, Sr. General Services Technician  
Missouri Department of Transportation  
2309 Barrett Station Road  
Ballwin, MO 63021  
PHONE: (314) 301-1439; FAX: (314) 301-1437 or (573) 526-0016**

3.1.3 The bidder may withdraw, modify or correct his bid after it has been deposited with the Department provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.

#### 3.1.4 Open Competition / Request For Bid Document:

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

3.1.5 Bid Guaranty/Contract Bond:

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

3.1.6 Bid Review: Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.

3.1.7 Cost Determination: The low bid shall be determined by adding all of the firm, fixed prices on the pricing page for the original contract period.

3.1.8 Contract Award: The contract will be awarded to the lowest responsive bidder determined as specified above.

- a. Award of this bid will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.
- b. Notification of award shall be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.

#### 4. PRICING PAGE

**4.1 Janitorial Services** - The Bidder 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 – excluding MoDOT 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>

**Supplemental Service:** The Bidder 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).

**EXHIBIT A  
PRICING PAGE  
(continued)**

Item #	Description C/S Code: 91039	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 <u>in addition to that required herein:</u>						
002	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 <u>in addition to that required herein:</u>						
003	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 <u>in addition to that required herein:</u>						
004	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>
005	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:						
006	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:						
007	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>

**PRICING PAGE (Continued)**  
SL13-005-R7 Janitorial Service – TMC

**PRIOR EXPERIENCE OF BIDDER**

The bidder should copy and complete this form for each reference (Required three (3) projects within the last five 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*

\_\_\_\_\_

\_\_\_\_\_

# VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

## Vendor Information

**All bidders must furnish ALL applicable information requested below**

<b>Vendor Name/Mailing Address:</b>  Email Address:	<b>Vendor Contact Information (including area codes):</b> Phone #: Cellular #: Fax #:									
<b>Printed Name of Responsible Officer or Employee:</b>	<b>Signature:</b>									
<b>For Corporations</b> - State in which incorporated:	<b>For Others</b> - 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 <b>Addresses of Missouri Offices or Places of Business.</b>										
<b>M/WBE INFORMATION:</b> List all certified Minority or Women Business Enterprises ( <b>M/WBE</b> ) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency:  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 33%;"><u>M/WBE Name</u></th> <th style="text-align: center; width: 33%;"><u>Percentage of Contract</u></th> <th style="text-align: center; width: 33%;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table> If additional space is required, please attach an additional sheet and identify it as <b>M/WBE Information</b>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>	_____	_____	_____	_____	_____	_____
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								
_____	_____	_____								
_____	_____	_____								

## 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.	
<b>Item (or item number)</b>	<b>Location Where Item is Manufactured or Produced</b>
If additional space is required, please attach an additional sheet and identify it as <b>Location Products are Manufactured or Produced.</b>	
<b>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</b> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:  <b>Service-Disabled Veteran</b> is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.  <b>Service-Disabled Veteran Business</b> is defined as a business concern: <ol style="list-style-type: none"> <li>a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and</li> <li>b. The management and daily business operations of which are controlled by one or more service-disabled veterans.</li> </ol>	
<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 \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) SS.

\_\_\_\_\_ 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]*



**SL12-005-R7 Janitorial Service-TMC**

**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 Service** 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.



## STANDARD SOLICITATION PROVISIONS

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

## GENERAL TERMS AND CONDITIONS

### Definitions

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

### Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*)
- b. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
  - ii. cancellation, termination or suspension of the contract, in whole or in part.

### Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

### Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors providing services within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

### Executive Order

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

### Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

#### **Cancellation of Contract**

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

#### **Bankruptcy or Insolvency**

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

#### **Warranty**

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

#### **Status of Independent Contractor**

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

#### **Non-Waiver**

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

#### **Indemnification**

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

### **SPECIAL TERMS AND CONDITIONS**

#### **Tax Exempt Status:**

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

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

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

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

#### **Prohibition Of Employment Of Unauthorized Aliens:**

a. **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

- 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)