



**MISSOURI DEPARTMENT OF TRANSPORTATION
INFORMAL QUOTE GUIDELINES AND DOCUMENTATION FOR
PURCHASES FROM \$3,000 TO \$24,999.99**

THIS IS NOT AN ORDER

REQUEST FOR QUOTATION

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments, shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: OCTOBER 15, 2012	QUOTE DUE BY (DATE AND TIME): OCTOBER 25, 2012 10:00 A.M.	F.O.B. REQUIREMENTS: DESTINATION
CONTRACT PERIOD: NOTICE TO PROCEED – OCTOBER 31, 2013	QUOTATION #: SL13-054-R7 THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND OTHER CORRESPONDENCE.	BUYER NAME/TELEPHONE NUMBER: STEPHANIE AUSTIN RASHID 314-301-1439 EMAIL: STEPHANIE.AUSTINRASHID@MODOT.MO.GOV
Procurement Mailing Address #: MISSOURI DEPT. OF TRANSPORTATION ST. LOUIS DISTRICT PROCUREMENT OFFICE 2309 BARRETT STATION RD. BALLWIN, MO. 63021 Facsimile #:314-301-1437 or 573-526-0016	Job Locations: Service Multiple Locations	

Janitorial Service-Project Offices

Weekly Cleaning Services for Project Offices of the St. Louis District, Missouri Department of Transportation, four (4) offices located in St. Louis City and St. Louis County. The average work per office is 4 hours per location one time per week. This may change due to the needs of the individual offices. This quotation will be issued as a multi award due to the diverse locations. Contractors need not bid on each location. Scheduling of work to be daytime hours when office personnel are present. Work to consist of required cleaning per the attached scope of work, which may be modified per the requirements of each location. Please quote hourly charge below, the contractor to quote with MoDOT provided supplies (toilet paper, paper towels, trash bags) and contractor supplied cleaning products. Contractors are to provide all cleaning supplies and tools. Additional work that may be requested as noted, Supplementary Pricing. Please note terms and conditions.

Project Office Location	Hourly Cost
Festus Project Office 3595 Plass Rd, Festus, MO. 63028	
Maryland Heights Project Office 2620 Adie Rd., Maryland Heights, MO. 63043	
Chesterfield Project Office 13610 S. Outer 40, Chesterfield, MO. 63017	
Hampton Project Office 6138 Wilson Ave. Building A, St. Louis, MO. 63139	
VENDOR NAME:	

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.

Vendor Note: Notification of award will 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.

THIS IS NOT A SEALED BID. QUOTATIONS CAN BE FAXED TO EITHER FAX NUMBER ABOVE.

Note to Respondent: A vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name, vendors MUST submit a bid/proposal that correctly and accurately identifies the company name that is registered to do business in the State of Missouri. The Missouri Department of Transportation reserves the right to reject any or all bids, and to accept or reject any items thereon and to waive technicalities. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

Pursuant to 285.530 RSMo, the bidder/offeror must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- submitting a completed, notarized copy of AFFIDAVIT OF WORK AUTHORIZATION and
- providing documentation affirming the bidder's/offeror's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For vendors 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.

VENDOR INFORMATION

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes): Phone #: Fax #: Cellular #:	
Printed Name and Title of Responsible Officer or Employee:	Signature:	
Is your company registered/certified with the State of Missouri as a (please circle):		
MINORITY BUSINESS ENTERPRISE (MBE) ?	YES	NO
WOMEN BUSINESS ENTERPRISE (WBE) ?	YES	NO
Would your company like information on becoming a registered/certified MBE/WBE vendor?	YES	NO

SCOPE OF WORK

The approximate Ceramic tile areas, VCT (Vetrofied Clay Tile) and carpeted areas for each building are as follows:

Project Office	SF Carpet	SF Tile	SF VCT
Festus	2213	958.5	187.5
Maryland Heights	3100	0	550
Chesterfield	1302	2461	42
Hampton	2080	787	0

Each Offeror is solely responsible for a prudent and complete, 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 tour of the buildings (2) the Offeror's failure to observe existing conditions, etc. There will be no mandatory prebid meeting. It is recommended that bidder view the floor plans and scope of work. If further view of property is needed, please contact the buyer of record to schedule site visit.

Fiscal Year: The fiscal year runs from July 1-June 30. The period of service will be from Notice to Proceed through October 31, 2013, with the option to extend the contract for up to two (2) one year periods, at the sole discretion of the Missouri Department of Transportation.

(1) GENERAL REQUIREMENTS:

- 1.1 The contractor shall provide janitorial services for the buildings listed for the Missouri Department of Transportation (hereinafter referred to as "MoDOT") Project Offices, 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 buildings, the buildings' content, and the buildings tenants.
- 1.3 The contractor shall provide services for all areas of the buildings specified by MoDOT. Such areas shall be all occupied areas, unless otherwise specified by MoDOT. 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.
- 2.3.1 In the performance of the services required herein, the contractor should only use environmentally preferable products, unless a written exception to this requirement is obtained from MoDOT for a specific product. Failure of the contractor to use environmentally preferable products or failure to demonstrate the willingness and efforts necessary to use such environmentally preferable products may be considered breach of contract.
- 2.4 The contractor may be assigned an area in each building (hereinafter referred to as the "*janitorial closet*") for storage of all equipment, materials, and supplies necessary for the building. MoDOT assumes no responsibility for the security of supplies and/or equipment stored in a janitorial closet; therefore, the contractor has the option of removing their equipment and supplies from the premise daily. Some Janitorial closets do not have exterior locks. Therefore, assignments are at the option of the successful vendor.
- 2.5 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 Specific Service Requirements:

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

2.7.1 WEEKLY REQUIREMENTS:

- a. The contractor shall perform the following tasks one day each week, excluding state holidays, for each building, unless otherwise specified.
- b. 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. Clean microwaves.
 - 3) Thoroughly sweep and wet mop all hard surface floors, including elevator floors, 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 on-site personnel. Clean janitorial closets after completion of the weekly tasks and before exiting the building.
 - 11) Wash all tables. Wipe all plastic chairs.
 - 12) Spot clean all doors and frames.
 - 13) Spot clean all elevator walls and both sides of elevator doors.

2.7.2 MONTHLY REQUIREMENTS:

One (1) time per month, the contractor must perform the monthly tasks listed below. The contractor must perform the listed tasks

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

2.8 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.

- 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.

- 2.9.1 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.
- 2.9.2 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.
- 2.9.3 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.
- 2.9.4 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.

- 2.9.5 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.

- 2.9.6 The contractor's employees shall not loiter in the buildings nor smoke anywhere in the buildings.
- 2.9.7 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.
- 2.9.8 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.).
- 2.9.9 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.).
- 2.10.1 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.

2.11 Yearly Service Requirements:

The contractor shall perform any of the following supplemental services at the request of MoDOT. Any such yearly services requested shall be in addition to the services specified herein. The decision as to what constitutes a yearly service and when a yearly service is required shall rest solely with MoDOT.

- 2.11.1 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.

- 2.11.2 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.
- 2.11.3 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)
- 2.11.4 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.
- 2.11.5 Additional Personnel – The contractor shall provide janitorial personnel on an as needed, if needed basis.
- 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.

2.12 Payment and Invoicing Requirements:

- 2.12.1 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 weekly charge per month price, contract number, the location, and the dates of service on each monthly invoice.

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

- 2.12.2 The contractor shall be paid the firm, fixed hourly cost, 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 weekly rate, and then multiplied by the number of days in that particular month for which service was provided, rounded to the nearest cent.
- 2.12.3 If any of the yearly or 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.
- 2.12.4 Other than the payment(s) specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

2.13 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.

2.13.1 For each weekly 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) Weekly Requirement	\$10.00 per task
2) Monthly Requirement	\$20.00 per task
3) Quarterly Requirement	\$25.00 per task
4) Semi-Annual Requirement	\$30.00 per task
5) Annual Requirement	\$35.00 per task

2.13.2 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.

- 2.13.3 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.
- 2.13.4 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.

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

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

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:									
Printed Name of Responsible Officer or Employee:	Signature:									
For Corporations - State in which incorporated:	For Others - State of domicile:									
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business: If additional space is required, please attach an additional sheet and identify it as <u>Addresses of Missouri Offices or Places of Business.</u>										
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (<u>M/WBE</u>) 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: none;"> <tr> <td style="text-align: center; border: none;"><u>M/WBE Name</u></td> <td style="text-align: center; border: none;"><u>Percentage of Contract</u></td> <td style="text-align: center; border: none;"><u>M/WBE Certifying Agency</u></td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none;">_____</td> <td style="border: none;">_____</td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none;">_____</td> <td style="border: none;">_____</td> </tr> </table> If additional space is required, please attach an additional sheet and identify it as <u>M/WBE Information</u>		<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

<u>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</u> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are not manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced
If additional space is required, please attach an additional sheet and identify it as <u>Location Products are Manufactured or Produced.</u>	
<u>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</u> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria: Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. Service-Disabled Veteran Business is defined as a business concern: <ol style="list-style-type: none"> a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and b. The management and daily business operations of which are controlled by one or more service-disabled veterans. 	
<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
_____	_____

Supplementary Pricing Page

Yearly or Supplemental Service:

In the event that MHTC exercises its options to renew the contract for two (2) additional one -year period(s) pursuant to the applicable provisions outlined in this document, the Bidder shall provide below the maximum percentage of increase or minimum percentages of decrease for each renewal period. The Bidder is cautioned that the percentages shall be computed against the ORIGINAL contract prices during renewal periods. Furthermore, the Bidder is advised that the MHTC does not automatically grant increases at the time of renewing the contract and that if an increase is requested, documentation of need must be provided at the time of renewal.

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

RENEWAL PAGE

In the event that MoDOT St. Louis District exercises its options to renew the contract for) additional two-2 one -year period(s) pursuant to the applicable provisions outlined in this document, the Bidder shall provide below the maximum percentage of increase or minimum percentages of decrease for each renewal period. The Bidder is cautioned that the percentages shall be computed against the ORIGINAL contract prices during renewal periods. Furthermore, the Bidder is advised that the MoDOT does not automatically grant increases at the time of renewing the contract and that if an increase is requested, documentation of need must be provided at the time of renewal.

Project Office Location	Renewal 1 11/1/2013-10/31/2014	Renewal 2 11/1/2014-10/31/2015
Festus Project Office 3595 Plass Rd, Festus, MO. 63028		
Maryland Heights Project Office 2620 Adie Rd., Maryland Heights, MO. 63043		
Chesterfield Project Office 13610 S. Outer 40, Chesterfield, MO. 63017		
Hampton Project Office 6138 Wilson Ave. Building A, St. Louis, MO. 63139		

DATE: _____

COMPANY: _____

NAME: _____

SIGNATURE: _____

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.

Bidder/Subcontractor Name:	
Reference Information (Prior Services Performed For)	
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

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

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/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 (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

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

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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.

Insurance

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:

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

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

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MHTC. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MHTC and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Prohibition Of Employment Of Unauthorized Aliens:

- a. **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
 - 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
 - 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Page 9.
- b. **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Page 10.

Award

- a. Award of this bid/quote/proposal will be made on a "Multiple Award" basis using the "lowest and best" principle of award.