

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES BUILDING
902 North Missouri Street
Macon, Missouri 63552

REQUEST NO.	6-060803
DATE	July 5, 2006
PAGE NO.	1
NO. OF PAGES	21

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

1:00 p.m., CDT, August 3, 2006

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION

902 North Missouri Street
Macon, Missouri 63552

DEFINITE DELIVERY DATE MUST BE SHOWN. SIGN AND RETURN BEFORE TIME SET FOR OPENING. **ALL BIDS SHOULD BE EXTENDED AND TOTALED.**

BUYER: Erin Moritz

BUYER TELEPHONE: 573-526-8194

ITEM NO.	SUPPLIES OR SERVICES	MFG. NO. OR BRAND	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	See attached bid document information.					

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

In compliance with the above invitation for bids, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were quoted within the specified timeline listed herein.

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____
Title: _____

REQUEST FOR BIDS
JANITORIAL SERVICES
RFB 6-060803

SECTION (1):
GENERAL DESCRIPTION AND BACKGROUND

- (A) **Request for Bid:** This document constitutes a RFB from qualified organizations to provide Janitorial services to MHTC and the Missouri Department of Transportation (MoDOT).
- (B) **Fiscal Year:** The fiscal year runs from July 1 - June 30.
- (C) **Contract Period:** November 1, 2006 – October 31, 2007.
- (D) **Renewals:** The MHTC shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the MHTC exercises such right, all terms and conditions, requirements and specifications of the contract, including all prices, shall remain the same and apply during the renewal period.
- (E) **Tour of Buildings:** Potential Bidders should attend the tour of the buildings.

The tour will begin at **9:00 am on July 17, 2006** at the District 2 General Services Building – 902 North Missouri Street, Macon, Missouri 63552.

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

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 observe existing conditions, etc.

- (F) **Pre-Bid Conference:** A pre-bid conference regarding this Request for Bid will be held on **July 17 at 10:30 am**, at District 2 General Services Building – 902 North Missouri Street, Macon, Missouri 63552. All potential Bidders are strongly encouraged to attend this conference, since information relating to this RFB will be discussed in detail. Bidders should bring a copy of the RFB since it will be used as the agenda for the pre-bid conference.

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

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

Event	Date	Time
MoDOT Issues RFB	July 5, 2006	4:00 pm
Building Tours	July 17, 2006	9:00 am – 10:30 pm
Pre-Bid Conference	July 17, 2006	10:30 am – 11:30 am
Deadline for Written Comments	July 20, 2006	2:00 pm
Deadline for MoDOT's Issuing Responses to Written Comments	July 25, 2006	4:30 pm
Deadline for Submitting a Bid	August 3, 2006	1:00 pm
Recommendation of Award	August 10, 2006	4:00 pm
Contract Effective Date	November 1, 2006	8:00 am

(H) Clarification of Requirements: Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Erin Moritz, Missouri Department of Transportation, P. O. Box 270, Jefferson City, Missouri, 65102, (573) 526-8194 (phone) or Erin.Moritz@modot.mo.gov (Email.) All written questions must be addressed to Erin Moritz no later than **2:00 p.m., CDT, July 20, 2006**. Once all the questions are gathered, MoDOT will issue an addendum and post the responses to all questions on-line for vendors to retrieve.

(I) All bids must be received no later than 1:00 p.m., CDT, August 3, 2006 at the General Services Building located at 902 North Missouri, Macon, Missouri 63552.

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

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

- I. The Contractor shall provide janitorial services for the District 2 Headquarters Building and District 2 General Services Building both located at 902 North Missouri Street, in accordance with the requirements and specifications stated herein. MoDOT reserves the right to terminate this service contract, if agreement is not reached between MoDOT and the Bidder.
- II. The Contractor must perform all janitorial services as required herein in a manner satisfactory to and acceptable by MoDOT in order to provide a clean and sanitary environment for the buildings, the buildings' content, and the buildings' tenants.
- III. The Contractor shall provide services for all areas of the District 2 Headquarters Building and selected areas of the District 2 General Services Building (hereinafter referred to as the Headquarters Complex.) The areas shall all be occupied areas consisting of office areas, hallways, break rooms, and restrooms. The areas do not include the shop, garage, storage, service station, or warehouse areas of the buildings. The contractor shall understand and agree at any time during the effective period of the contract, MoDOT reserves the right to change, add, or delete areas of the buildings for which the Contractor shall provide services. MoDOT also reserves the right to add additional buildings or remove existing buildings from the contract. In such event, payment to the Contractor shall be adjusted as specified in the Invoicing and Payment Requirements section of this document.
- IV. Estimated Square Foot – The Contractor shall provide janitorial services for approximately 32,272 total square feet. (District 2 Headquarters Building – approximately 28,522 square feet and District 2 General Services Building – approximately 3,750 square feet.) The Contractor agrees any additional square feet of either building will be added at the stated rate per square foot price listed on the Pricing Page of this document.

(B) Specific Requirements:

I. Equipment and Supplies:

- a. The Contractor must furnish and maintain, in good repair, all equipment, including, but not limited to, mops, brooms, vacuums, etc., and any other equipment necessary to perform the requirements of the contract. Additionally, the Contractor shall furnish all cleaning supplies and chemicals, including but not limited to stripper, wax, shampoo, glass cleaner, disinfectant, etc.

- b. The Contractor shall only use **environmentally preferable products** in the performance of the services required herein unless a written exception to this requirement is obtained from MoDOT for a specific product. Failure of the Contractor to use environmentally preferable products or failure to demonstrate the willingness and efforts necessary to use such environmentally preferable products may be considered breach of contract.
- c. The Contractor shall not use any products, supplies, or equipment which may be injurious or damaging to the surfaces on which they shall be applied.
- d. The Contractor shall provide to MoDOT contact personnel a Material Safety Data Sheet for each product/chemical seventy-two (72) hours prior to the Contractor's use of any product/chemical in any of the MoDOT buildings. The Contractor must maintain a file of the Material Safety Data Sheets on the inside of the door in the janitorial closet in the building where the product/chemical is to be stored. The Material Safety Data Sheets shall remain the property of MoDOT.
- e. MoDOT will supply the toilet tissue, paper towels, trash can liners, liquid soap and sanitary liners. The Contractor is responsible for placing these items in their respective receptacles.
- f. A closet/area will be provided in each building designated for the Contractor's use.

II. Daily Requirements:

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

- a. The Contractor shall perform the following daily tasks five (5) nights each week, Monday through Friday, excluding state holidays, between the hours of 4:00p.m. and 11:00 p.m., for each building, unless otherwise specified.
 - 1) Thoroughly vacuum all carpet from wall to wall, including all entrance and exit rugs/mats.
 - 2) Clean all kitchens and break rooms which includes washing and disinfecting all hard surfaces, cleaning all coffeemakers and doing the dishes left in the sink.
 - 3) Thoroughly sweep all hard surface floors using treated brooms or dust mops, including elevator floors.
 - 4) Clean and disinfect microwaves.

- 5) Wet mop all hard surface floors, including elevator floors, to give a clean and satisfactory appearance.
 - 6) Clean both sides of entrance door glass, glass frames and accompanying glass panels including transoms (inside and outside), removing all fingerprints and dirt. Spot clean all interior glass.
 - 7) Clean and disinfect all drinking fountains.
 - 8) Empty all wastebaskets, trash, and disposal containers. Place trash and recycled paper in appropriate secured containers. Wash wastebaskets and replace plastic liners, as needed or requested.
 - The Contractor shall dispose of large trash items not located in trash receptacles only when **clearly marked** as trash.
 - 9) Spot clean all carpet as spots appear.
 - 10) Clean any and all stairwells located in each building.
 - 11) Remove all trash and sweep sidewalks for twenty feet (20') from all entrances/exits to each building and clean smoke poles and ash trays. Also, sand must be added and changed in the smoke poles and ash trays as needed or requested.
 - 12) Clean janitorial closets after completion of the daily tasks and before exiting the building.
 - 13) Wash all tables.
 - 14) Clean all interior and exterior doors and frames.
 - 15) Clean all elevator walls and both sides of elevator doors.
 - 16) Tables and desks in reception area shall all be dusted and polished.
- b. Also on a daily basis, the Contractor shall perform any and all other related and contingent miscellaneous janitorial cleaning duties which may arise from time to time as a result of accidental spilling of any office materials or supplies.

III. Weekly Requirements:

- a. The Contractor shall perform the following tasks at least two (2) times every week, with at least two (2) days between tasks. The Contractor shall perform the listed tasks between the hours of 4:00p.m. and 11:00 p.m., on any day, Monday

through Friday, excluding state holidays, unless MoDOT otherwise approves other day(s) or times.

- 1) Spray and buff all hard surface floors in order to remove scuffs and black marks from floor and baseboards.
- 2) Using a damp treated cloth, wipe all flat, horizontal surfaces including, but not limited to, file cabinets, conference tables, stands, bookshelves, coat racks, window sills, etc.
- 3) Remove full large plastic recycle bins, place recycle bins in the pick-up location, and replace with empty recycle bins.
- 4) Remove cobwebs from all ceilings, doors, ceiling fans, and corners within each building.
- 5) Clean the fronts and sides of all vending machines and wipe all plastic chairs.
- 6) Spot clean all wall and partition surfaces to give a clean satisfactory appearance, including light switches.
- 7) Brush and spot clean fabric furniture.
- 8) Clean all exterior surfaces of all icemakers in all buildings.
- 9) Thoroughly clean all glass partitions to conference room areas, removing fingerprints and dirt.
- 10) Dust and polish all wood paneled walls.
- 11) Pour two (2) gallons of water down each floor drain.

IV. Monthly Requirements:

- a. One (1) time per month, within the first ten (10) consecutive workdays of each month, the Contractor must perform the monthly tasks listed below. The Contractor must perform the listed tasks between the hours of 4:00p.m. and 11:00 p.m., on any day, Monday through Friday, excluding state holidays, unless MoDOT otherwise approves other day(s) or times. Seventy-two (72) hours prior to performing the tasks listed, the Contractor must notify MoDOT of the beginning and completion date pursuant to the reporting requirements stated elsewhere herein.
 - 1) Clean all baseboards.
 - 2) Dust all vertical surfaces of office furniture and equipment.

- 3) Dust all coat racks.
- 4) Clean/vacuum all ceiling, door, wall vents, ceiling fans and baseboards.

V. *Quarterly Requirements:*

- a. One (1) time each quarter, prior to January 10, April 10, July 10, and October 10, the Contractor must perform the quarterly tasks listed below. The Contractor must perform the listed tasks between the hours of 4:00p.m. and 11:00 p.m., on any day, Monday through Friday, excluding state holidays, unless MoDOT otherwise approves other day(s) or times. Seventy-two (72) hours prior to performing the tasks listed, the Contractor must notify MoDOT of the beginning and completion date pursuant to the reporting requirements stated elsewhere herein.
 - 1) 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) Wash, clean, and disinfect all wastebaskets.
 - 5) Clean tops of wall-mounted cabinets.
 - 6) Clean/dust all venetian/mini-blinds.
 - 7) Dust all light fixtures, lenses and tubes.

VI. *Semi-Annual Requirements:*

- a. During the months of April and October, prior to the 10th of each month, the Contractor must perform the semi-annual tasks listed below. In addition, the Contractor must perform each listed task within the first sixty (60) calendar days of the beginning date of the contract. Depending on the condition of the buildings and the beginning date of the contract, MoDOT may choose to waive some of the semi-annual requirements during the original contract period only. The Contractor must perform the tasks outlined below between the hours of 4:00p.m. and 11:00 p.m., on any day, Monday through Friday, excluding state holidays, unless MoDOT otherwise approves other day(s) or times. Seventy-two (72) hours prior to performing the tasks listed, the Contractor must notify MoDOT of the beginning and completion date pursuant to the reporting requirements stated elsewhere herein.

- 1) 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.
- 2) Clean all interior glass surfaces, including all windows on the building envelope.

VII. Annual Requirements:

Within the first sixty (60) calendar days following award of the contract and on an annual basis thereafter, the Contractor shall clean all wall surfaces, taking care not to use any liquid or product that will mar or scratch the wall coverings and spray all carpeting to prevent static electricity, preferably in the fall of the year. The Contractor shall complete the annual requirement by the 10th working day of October each year. Due to the condition of the building and the timing of the beginning date of the contract, MoDOT may choose to waive the requirement for performing the annual requirements in October of the original contract period only. The Contractor must perform the identified task between the hours of 4:00p.m. and 11:00 p.m., on any day, Monday through Friday, excluding state holidays, unless MoDOT otherwise approves other day(s) or times. Seventy-two (72) hours prior to performing the tasks listed, the Contractor must notify MoDOT of the beginning and completion date pursuant to the reporting requirements stated elsewhere herein. Additionally, the following should be added to the annual requirements:

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

VIII. Restroom Requirements:

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

- a. *Daily Requirements:* The Contractor shall perform the following tasks on a daily basis, five nights each week, Monday through Friday, excluding state holidays, between the hours of 4:00p.m. and 11:00 p.m.
 - 1) Clean all surfaces for all restrooms located in the building.
 - 2) Clean toilet bowls and seats, urinals, hand basins, counter tops, and walls around these fixtures.

- 3) Clean all mirrors, bright work, chrome pipes, and fittings.
 - 4) Wet mop all restroom floors using a disinfectant.
 - 5) Dust or wipe all horizontal surfaces.
 - 6) Empty and clean (inside and out) all trash containers and disposals, change liners daily.
 - 7) Restock dispensers to normal limits (soap, toilet tissue, paper towels.)
 - 8) Remove spots, stains, scuff marks, finger, and handprints.
 - 9) Report all damage.
- b. Weekly Requirements: The Contractor shall clean the air diffusers in all restrooms and spot clean all exposed pipes one (1) time per week between the hours of 4:00p.m. and 11:00 p.m. on any day, Monday through Friday, excluding state holidays, unless MoDOT otherwise approves other day(s) or times.
- c. Monthly Requirements: The Contractor shall clean and disinfect all walls and machine scrub all restroom floors and clean stall partitions, doors, doorframes, and push plates (all sides.) one (1) time per month, within the first ten (10) consecutive work days of each month. The Contractor must perform these tasks between the hours of 4:00p.m. and 11:00 p.m. any day, Monday through Friday, excluding state holidays, unless otherwise approved by MoDOT. Seventy-two (72) hours prior to performance of the monthly requirements, the Contractor must notify MoDOT of the beginning date and completion date pursuant to the reporting requirements stated elsewhere herein.

IX. Personnel and Security Requirements:

- a. Working Supervisor: The Contractor shall provide a working supervisor as a designated representative and alternate available daily. MoDOT requires the address and telephone number of the contact person which must be kept up-to-date. The supervisor must be available during normal business hours (6:30 a.m. – 4:30 p.m., Monday – Friday.) The Contractor’s working supervisor shall, at a minimum, be responsible for the following:
- 1) Supervision for all of the Contractor’s employees and the services provided by such employees as required to satisfactorily perform the requirements of the contract.
 - 2) Inspect services performed each day and assuring all requirements are completed satisfactorily and acceptable to the standards established by MoDOT.

- 3) Train and assign duties for the Contractor's employees as necessary.
 - 4) Working with and maintaining a positive working relationship with MoDOT employees, the tenants of the building, and the general public.
 - 5) As needed, coordinate with MoDOT's contact person on a daily basis regarding problems and/or other directions.
- b. MoDOT reserves the right to approve or disapprove appointment of any of the Contractor's employees to provide the required services. MoDOT also reserves the right to request replacement of any of the Contractor's employees. Unless the situation with the Contractor's employee(s) requires immediate replacement, MoDOT will attempt to give the Contractor a minimum of fourteen (14) calendar days after notification to replace any unsatisfactory employee(s).
 - c. The Contractor shall be responsible for supervision of all of the Contractor's employees and the services provided by such employees as required to satisfactorily perform the requirements of the contract.
 - d. The Contractor, or the Contractor's designee, must be available during normal business hours (7:30 a.m. to 4:00 p.m.) for telephone conversations and/or meetings with personnel from MoDOT regarding the janitorial services.
 - 1) The Contractor's designee must have the express authority to speak on behalf of the Contractor and to make decisions on the behalf of the Contractor.
 - 2) By no later than ten (10) calendar days after award of the contract, the Contractor shall provide MoDOT with the name, address, and telephone number of the Contractor's designee.
 - e. The Contractor and each of the Contractor's employees assigned to the contract must have a security clearance approved by MoDOT in order to provide service under the contract.
 - 1) MoDOT shall have the right to disapprove access to any building to any of the Contractor's employees for any reason.
 - f. The Contractor's personnel shall only be allowed in work areas to which they are assigned. The Contractor's personnel shall only take rest breaks in break rooms.
 - g. The Contractor must ensure each of the Contractor's employees are appropriately dressed while on-site.
 - h. The Contractor's employees shall not loiter in the buildings nor smoke anywhere in the buildings.

- i. The Contractor shall not use nor allow the Contractor's employees to use any MoDOT telephones and/or equipment in the building except for the beverage and snack vending machines.
- j. The Contractor shall not adjust and/or use, nor allow the Contractor's employees to adjust and/or use, those personal items belonging to MoDOT employees (i.e. radios, decorative accessories, etc.).
- k. The Contractor shall not adjust and/or use, nor allow the Contractor's employees to adjust and/or use, office furniture utilized by MoDOT employees (i.e. chairs, desks, etc.).

X. Security Requirements:

- a. The Contractor shall be responsible for excluding all unauthorized persons from entering the building and for keeping the building locked after 4:00 p.m. while the Contractor or the Contractor's employees are on the premises.
 - 1) Employees of the Contractor shall not be allowed to bring friends or family members into MoDOT facilities. The Contractor shall ensure that only authorized employees of the Contractor are permitted access to MoDOT facilities to conduct janitorial duties only.
 - 2) The Contractor and the Contractor's employees shall not carry firearms or any other lethal weapons inside any MoDOT building.
- b. When the Contractor and/or the Contractor's employees leave the building, the Contractor shall ensure all doors are locked and all lights are turned off, except those lights specified to be left on. In addition, if the building contains other security system(s), the Contractor shall activate the system(s) according to instructions in order to protect the security of the building.
- c. The Contractor shall be issued keys and/or electronic cards to all areas in which janitorial services shall be provided. The Contractor must take care of and not lose any such keys and/or electronic cards nor shall the Contractor's employees who are issued access cards be allowed to loan the cards to anyone else. If additional keys are issued for lost keys, MoDOT will charge the Contractor \$35 per lost key. In addition, the Contractor shall not duplicate any of the keys and/or electronic cards issued to the Contractor. If evidence of duplication is ascertained beyond reasonable doubt, MoDOT shall have the right to immediately replace the locks and all keys and/or electronic cards and to charge the Contractor for such replacement.
 - 1) At the expiration/cancellation of the contract, the Contractor must surrender all keys and/or electronic cards originally issued to the Contractor by

MoDOT. Any payments due the Contractor shall be withheld until the Contractor has surrendered all keys and/or electronic cards issued. In the event all keys and/or electronic cards are not returned, the Contractor shall pay MoDOT for the actual costs incurred for the replacement of all locks and keys and/or electronic cards, including keys and/or electronic cards held by the building tenants.

- 2) In addition, in the event the Contractor or a Contractor's employee loses a key(s) and/or electronic card(s), the Contractor must notify MoDOT within one (1) working day from the date the loss is discovered. The Contractor shall pay MoDOT for the actual costs incurred for the replacement of all locks and keys and/or electronic cards, including keys and/or electronic cards held by the building tenants.
- d. Employees of the Contractor shall not attempt to circumvent any security process or system within MoDOT facilities including, but not necessarily limited to, propping open doors within MoDOT facilities.
- e. In the process of performing the requirements of the contract, the Contractor and/or the Contractor's employees may become aware of information required by law to be kept confidential. Therefore, the Contractor and/or the Contractor's employees must not, at any time, disclose, directly or indirectly, any information gained during the performance of the services required by the contract.

XI. Supplemental Service Requirements:

If requested by MoDOT, the Contractor shall perform any of the following supplemental services. Any such supplemental services requested shall be **in addition** to the services specified herein. The decision as to what constitutes a supplemental service and when a supplemental service is required shall rest solely with MoDOT.

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

- 1) Manager's Chair

- 2) Side Chair (upholstered without arm upholstering)
- d. *Additional Personnel*: The Contractor shall provide janitorial personnel on an as needed, if needed basis.

XII. Invoicing and Payment Requirements:

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

District 2

Missouri Department of Transportation
Attn: Sarah Forney
902 North Missouri Street
Macon, MO 63552

- b. The Contractor shall be paid the firm, fixed price per square foot, per month specified on the Pricing Page of this RFB for janitorial services actually provided, subject to any damages that may be charged to the Contractor, per the damage requirements stated elsewhere herein. If a partial month of service is provided, the monthly amount due shall be divided by the total number of workdays in that particular month to obtain a daily rate. The daily rate shall then be multiplied by the number of days in the particular month for which service was provided and rounded to the nearest cent. Additionally, MoDOT has up to thirty (30) days after receipt of invoice to pay each invoice.
 - 1) If any of the supplemental services, as specified herein, were required and performed during the monthly invoice period, the Contractor shall be paid the firm, fixed price specified on the Pricing Page for the type of additional cleaning performed. Invoicing for supplemental services shall be invoiced separately from the monthly invoice and itemized as miscellaneous services.
 - 2) Other than the payments specified above, no other payments or reimbursements shall be made to the Contractor for any reason whatsoever.

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

**SECTION (5):
PRICING PAGE**

(A) JANITORIAL SERVICES

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

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

(B) SUPPLEMENTAL SERVICES

The Bidder shall provide, in the table below, firm, fixed prices for each of the following supplemental services in accordance with the provisions and requirements specified herein. All costs associated with providing the required services shall be included in the stated prices.

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

Item #	Description	Original Contract Period	1 st Renewal Period	2 nd Renewal Period
For additional per hour janitorial services:				
007	Additional janitorial personnel	\$ _____ Per Hour, Per Person	\$ _____ Per Hour, Per Person	\$ _____ Per Hour, Per Person

(Signature/Title)

(Date)

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

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

NOTE: THE BIDDER MUST SIGN AND RETURN THIS PAGE WITH THE BID.

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

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

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

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

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

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

BY (signature required): _____

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

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

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

STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

General Performance

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

Nondiscrimination

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

Contract/Purchase Order

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

Subcontracting

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

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issued.

Invoicing and Payment

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

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

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

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the 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.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

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

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting

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from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Status of Independent Contractor

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

Indemnification

- a. The Contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement.
- b. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Contractor's performance under this Agreement, the Contractor assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees.
- c. The Contractor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

SPECIAL TERMS AND CONDITIONS

Insurance

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

Award

- a. Award of this bid/quote/proposal will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.

Notice to Proceed

- a. Within **30 days** after the execution of the contract, a "**Notice to Proceed**" will be issued by the Department. A purchase order will be attached to the "Notice to Proceed," which will specify the date or dates that the Contractor can start delivery, roadway or stockpile delivery and will also include the completion dates. These dates will be in accordance with the dates shown in the proposal.

Temporary Suspension of Work

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If the Department suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. The Department may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

Cancellation of Contract

- a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final

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judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.

- b. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.