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REQUEST FOR PROPOSALS
JANITORIAL SERVICES D608-003-RW

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LIST OF ACRONYMS

MHTC	Missouri Highways and Transportation Commission
MoDOT	Missouri Department of Transportation
RFP	Request for Proposals

INTRODUCTION

This Request For Proposals (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described services to the Missouri Highways and Transportation Commission (**MHTC**). Five (5) copies of each proposal must be mailed in a sealed envelope to Missouri Department of Transportation, Procurement Office, 2309 Barrett Station Rd., Ballwin, Missouri 63021, or hand-delivered in a sealed envelope to the same address noted above. Proposals must be returned to the offices of Procurement no later than **10:00 a.m., August 7, 2007.**.

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

PROPOSAL

(1) The Offeror shall provide a fee proposal to MHTC on the **PRICE PAGE** in accordance with the terms of this RFP.

(2) The Offeror agrees to provide the services at the fees quoted, under the terms of this RFP.

Authorized Signature of Offerer_____

Date Of Proposal:_____

Printed or Typed Name:_____

Mailing Address:_____

City:_____State:_____Zip:_____

Telephone:_____Fax:_____

Electronic Mail Address:_____

_____

ACCEPTANCE

This proposal is accepted by MHTC.

_____ _____

(Name and Title) Date

SECTION (1):
GENERAL DESCRIPTION AND BACKGROUND

(A) Request for Proposal: This document constitutes a RFP from qualified organizations to provide janitorial services to the Transportation Management Center, a facility that is open and operational 24 hours per day, 7 days per week in District 6 of the Missouri Department of Transportation (MoDOT) .

(B) Background:

BACKGROUND INFORMATION:

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

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

a. Transportation Management Center (TMC) 14301 South Outer 40, Chesterfield, Mo. 63017

1.2 The approximate Ceramic tile areas, VCT (Vetrofied Clay Tile) and carpeted areas for building are as follows and are included on the included drawings of TMC Building.:

TMC Building (s.f.):

Item	1st Floor	2Nd Floor	Total
VCT	780	895	1675
Ceramic Tile	2300	325	2635
Carpet	5750	6160	11,910

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

1.3 <u>Non-Mandatory /Pre Bid Tour Of Buildings</u>:

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

July 17, 11:00 A.M. – meet at the
14301 South Outer 40 Road – TMC Building

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

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

(C) **Fiscal Year:** The fiscal year runs from July 1-June 30, period of service will be from Date of Award through June 30, 2008, with the option to extend the contract for up to four (4) one year periods, at the sole discretion of the Missouri Department of Transportation.

SECTION (2):
SCOPE OF WORK

(A) **Services:** The Offeror shall provide the following janitorial services for the provision of janitorial services as set forth.

(B) **Specific Requirements:** The Offeror will provide to District 6 five copies of a program proposal which will include the following:

Proposed Method of Performance
Quality Assurance Plan

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

(1) GENERAL REQUIREMENTS:

1.1 The contractor shall provide janitorial services for the building listed in paragraph 2.2.1 for the Missouri Department of Transportation (hereinafter referred to as *"MoDOT"*), in accordance with the requirements set forth herein.

1.2 The contractor must perform all janitorial services as required herein in a manner satisfactory to and acceptable by MoDOT in order to provide a clean and sanitary environment for the building, the buildings' content, and the buildings tenants.

1.3 The contractor shall provide services for all areas of the buildings specified by MoDOT. Such areas shall be all occupied areas, unless otherwise specified by MoDOT during the tour of the buildings described in the Introduction and General Information of this document. However, at any time during the effective period of the contract, MoDOT reserves the right to change, add to, or delete areas of the buildings for which the contractor shall provide services. MoDOT also reserves the right to add additional buildings or remove existing buildings from the contract. In such event, payment to the contractor shall be adjusted as specified in the Payment and Invoicing Requirements of this document.

(2) **SPECIFIC REQUIREMENTS:** Equipment and Supply Requirements:

2.1 Equipment - The contractor must furnish and maintain, in good repair, all equipment, including, but not limited to mops, brooms, buffers, vacuums, etc., and any other equipment necessary to perform the requirements of the contract.

a. The contractor may either own or rent, at the contractor's expense, equipment for performing the requirements of the contract.

2.2 Products, Supplies, and Materials (hereinafter also referred to as "*products"*) – The contractor shall agree and understand that MoDOT shall have the right to approve/disapprove the use of any product, material, or supply used in the performance of the services required herein.

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.

2.3 The contractor must provide toilet tissue, seat covers, trash bags, liquid hand soap, paper towels, and disposable liners for sanitary napkin cans which meet the following minimum specifications and must obtain the approval of MoDOT for all product listed above and specified on the attached Cleaning Supply Quantities but not limited to the basic products list below.

a. Toilet tissue shall be Fort Howard # 198 or equal, must be Grade AA, white, bleached, 2-ply, or equal, and must fit the tissue dispensers installed in the buildings.
b. Liquid hand soap must be a good grade containing antiseptic.
c. Paper towels must be folded to fit dispensers now installed in the buildings and must be Scott #150 or equal.
d. Disposable liners for sanitary napkin cans must be 6141's waxed bags.

2.4 The contractor may be assigned an area in the building (hereinafter referred to as the "*janitorial closet*") for storage of all equipment, materials, and supplies necessary for the building. MoDOT assumes no responsibility for the security of supplies and/or equipment stored in a janitorial closet; therefore, the contractor has the option of removing their equipment and supplies from the premise daily

2.5 The contractor shall not use any products, supplies or equipment which may be injurious or damaging to the surfaces upon which they shall be applied.

2.6 Seventy two (72) hours prior to the contractor's use of any product/chemical in the buildings, the contractor shall provide a Material Safety Data Sheet for each such product/chemical. The contractor must maintain a file of the Material Safety Data Sheets in the janitorial closet in the building where the product/chemical is to be stored. The Material Safety Data Sheets shall remain the property of MoDOT.

2.7 Specific Service Requirements:

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

2.7.1 DAILY REQUIREMENTS:

a. The contractor shall perform the following daily tasks 7 nights each week, Monday through Sunday, , between the hours of 3:00 p.m. and 12:00 a.m., unless otherwise specified. Work in some areas of the building will be required after 6:00 p.m..

b. Also on a daily basis, the contractor shall perform any and all other related and contingent miscellaneous janitorial cleaning duties which may arise from time to time as a result of accidental spilling of any office materials or supplies.

1) Thoroughly vacuum (utilizing equipment with beater brush) all carpet from wall to wall, including all entrance and exit, elevator rugs/mats and inside cubicals and office areas.

2) Clean all kitchens and break rooms, wash and disinfect all hard surfaces, and clean all coffee makers. Fill all soap and paper towel dispensers.

3) Thoroughly sweep and wet mop all hard surface floors, including elevator floors and stairways, using treated brooms or dust mops to give a clean and satisfactory appearance.

4) Using a damp treated cloth, wipe all flat, horizontal, surfaces including, but not limited to, file cabinets, conference tables and stands, bookshelves, coat racks, window sills, and modular office systems, etc. Clean and disinfect all telephones.

5) Remove cobwebs from all ceilings, doors, ceiling fans, and corners within each building.

6) Clean both sides of entrance door glass, clean door glass frames and accompanying glass panels including transoms (inside and outside), removing all fingerprints and dirt. Spot clean all interior glass.

7) Clean and disinfect drinking fountains.

8) Spot clean all wall and partition surfaces, including light switches, to give a clean satisfactory appearance.

9) Empty all wastebaskets, trash, and disposal containers. Wash wastebaskets and replace plastic liners, as needed. Clean surrounding areas of wastebaskets to eliminate spots, splashes, etc.

10) Spot clean all carpet as spots appear or as notified with the communication log.

11) Remove all trash and sweep sidewalks for twenty feet (20') from all entrances/exits to each building. Dump trash in large trash bin located on west side of parking lot.

12) Clean janitorial closets after completion of the daily tasks and before exiting the building.

13) Wash all tables. Wipe all plastic chairs.

14) Spot clean all doors and frames.

15) Spot clean all elevator walls and both sides of elevator doors.

2.7.2 WEEKLY REQUIREMENTS:

The contractor shall perform the following tasks at least two (2) times every week, with at least two days between tasks. The contractor shall perform the listed tasks between the hours of 3:00 p.m. and 12:00 a.m., on any day, Monday through Sunday, excluding state holidays, unless MoDOT otherwise approves other day(s) or times.

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

2) Thoroughly dust all stair railings, scrub and polish handrail.

3) Clean and polish all stainless steel surfaces, including, but not limited to the kickplates on the doors and sinks.

2.7.3 MONTHLY REQUIREMENTS:

One (1) time per month, within the first ten (10) consecutive workdays of each month, the contractor must perform the monthly tasks listed below. The contractor must perform the listed tasks between the hours of 3:00 p.m. and 12:00 a.m., on any day, Monday through Sunday, excluding state holidays, unless MoDOT otherwise approves other day(s) or times. Seventy two (72) hours prior to performing the tasks listed, the contractor must notify MoDOT of the beginning and completion date pursuant to the reporting requirements stated elsewhere herein.

1) Clean/dust all venetian/mini-blinds.

2) Clean all baseboards.

3) Dust all vertical surfaces of office furniture and equipment.

4) Clean the fronts and sides of all vending machines.

5) Dust all horizontal and vertical surfaces of all interior doorframes. Dust all horizontal and vertical surfaces of all interior doors.

6) Dust all coat racks and picture frames.

7) Vacuum all cloth partitions. Clean bases and dust tops.

8) Clean/vacuum all ceiling, door and wall vents.

9) Clean all exterior surfaces of all icemakers in all buildings.

10) Brush and spot clean fabric furniture.

11) Dust all beams in lobby. Dust the outside horizontal ledges of conference room 211.

2.7.4 QUARTERLY REQUIREMENTS:

The contractor must perform the quarterly tasks listed below every quarter prior to January 10, April 10, July 10, and October 10. The contractor must perform the listed tasks between the hours of 3:00 p.m. and 12:00 a.m., on any day, Monday through Sunday, excluding state holidays, unless MoDOT otherwise approves other day(s) or times. Seventy two (72) hours prior to performing the tasks listed, the contractor must notify MoDOT of the beginning and completion date pursuant to the reporting requirements stated elsewhere herein.

1) Thoroughly scrub all hard surface floor areas removing all scuffs and black marks from the floors and baseboards. Apply two (2) coats of skid-proof wax floor finish.

2) Clean both sides of all interior windows.

3) Clean all glass surfaces other than windows.

4) Thoroughly wash, clean, and disinfect all wastebaskets.

5) Vacuum tops of modular office cabinets and all fabric chairs.

2.7.5 SEMI-ANNUAL REQUIREMENTS:

The contractor must perform the semi-annual tasks listed below every six months in April and again in October prior to the 10th of the month. In addition, the first performance of each task must be within the first sixty (60) calendar days of the beginning date of the contract. (Depending on the beginning date of the contract and the condition of the buildings, MoDOT may waive some of the requirements for either April or Oct. during the original contract period only.) The contractor must perform the listed tasks between the hours of 3:00 p.m. and 12:00 a.m., on any day, Monday through Sunday, excluding state holidays, unless MoDOT otherwise approves other day(s) or times. Seventy two (72) hours prior to performing the tasks listed, the contractor must notify MoDOT of the beginning and completion date pursuant to the reporting requirements stated elsewhere herein.

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

2) Deep clean all carpet via wet extraction method. The contractor must notify MoDOT at least seventy-two (72) hours in advance of carpet cleaning in order for the building tenants to prepare for the carpet cleaning. In addition, the contractor shall be responsible to resolve problem areas as requested by MoDOT.

3) Clean all interior glass surfaces, including all interior windows on the building.

2.7.6 ANNUAL REQUIREMENTS:

The contractor shall provide the following annual tasks within the first sixty (60) calendar days of the beginning date of the contract, and then one (1) time per year, by the 10th working day of October. (MoDOT may waive the requirement for performing some of the tasks in October of the original contract period, depending on the condition of the building and the timing of the beginning date of the contract.) The contractor must perform the listed tasks between the hours of 3:00 p.m. and 12:00 a.m., on any day, Monday through Sunday , excluding state holidays, unless MoDOT otherwise approves other day(s) or times. Seventy two (72) hours prior to performing the tasks listed, the contractor must notify MoDOT of the beginning and completion date pursuant to the reporting requirements stated elsewhere herein.

1) Clean all wall surfaces, taking care not to use any liquid or product that will mark or scratch the wall coverings.
2) Dust and clean all silk greenery located throughout the building.

2.8 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.

2.8.1 DAILY REQUIREMENTS:

The contractor shall perform the following daily tasks seven nights each week, Monday through Sunday, excluding state holidays, between the hours of 3:00 p.m. and 12:00 a.m. Refer to Exhibit D for cleaning times for secured areas of affected buildings.

1) Clean all surfaces for all restrooms located in the building.

2) Clean toilet bowls and seats, urinals, hand basins, counter tops, and walls around these fixtures.

3) Clean all mirrors, bright work, chrome pipes, and fittings.

4) Wet mop all restroom floors using a disinfectant.

5) Clean stall partitions, doors, doorframes, push plates (all sides).

6) Dust or wipe all horizontal surfaces.

7) Empty and clean (inside and out) all trash containers and disposals, change liners daily.

8) Restock dispensers to normal limits (soap, toilet tissue, paper towels).

9) Remove spots, stains, scuff marks, finger and handprints.

10) Report all damage.

2.8.2 WEEKLY REQUIREMENTS:

The contractor shall perform the following weekly tasks one (1) time per week. The contractor shall perform the listed tasks between the hours of 3:00 p.m. and 12:00 a.m., on any day, Monday through Sunday, excluding state holidays, unless MoDOT otherwise approves other day(s) or times.

1) Clean air diffusers in all restrooms.

2.8.3 MONTHLY REQUIREMENTS:

One (1) time per month, within the first ten (10) consecutive work days of each month, the *contractor must perform the monthly tasks listed below. The contractor must perform the listed tasks between the hours of 3:00 p.m. and 12:00 p.m., on any day, Monday through Sunday, excluding state holidays, unless MoDOT otherwise approves other day(s) or times. Seventy two (72) hours prior to performing the tasks listed, the contractor must notify MoDOT of the beginning and completion date pursuant to the reporting requirements stated elsewhere herein.

1) Clean and disinfect all walls.

2) Machine scrub all restroom floors.

2.8.4 SEMI-ANNUAL REQUIREMENTS:

The contractor must perform the semi-annual tasks listed below every six months in April and again in October prior to the 10th of the month. In addition, the first performance of each task must be within the first sixty (60) calendar days of the beginning date of the+ contract. (Depending on the beginning date of the contract and the condition of the buildings, MoDOT may waive some of the requirements for either April or Oct. during the original contract

period only.) The contractor must perform the listed tasks between the hours of 3:00 p.m. and 12:00 a.m., on any day, Monday through Sunday , , unless MoDOT otherwise approves other day(s) or times. Seventy two (72) hours prior to performing the tasks listed, the contractor must notify MoDOT of the beginning and completion.

2.9 Personnel and Security Requirements:

2.9.1 Working Supervisor

The contractor shall provide a working supervisor who shall be located on-site and shall provide a minimum of forty (40) hours of services at times prescribed by MoDOT. The supervisor must have at least two (2) years of recent experience in directing cleaning type operations in a supervisory capacity for buildings of the approximate size and characteristics of MoDOT's. The contractor's working supervisor shall, at a minimum, be responsible for:

1) Supervision of all the contractor's employees and the services provided by such employees as required to satisfactorily perform the requirements of the contract. Supervision must be on-site during all cleaning hours.

2) Inspecting services performed each day and assuring that all requirements are completed satisfactorily and acceptable to MoDOT standards.

3) Training and assigning duties for the contractor's employees as necessary.
4) Working with and maintaining a positive working relationship with MoDOT's staff, the tenants of the building, and the general public.

5) Insuring that the required reports are submitted as required or as needed.
6) Coordinate with MoDOT's contact person on a daily basis regarding problems and/or other directions.

7) Meeting when requested with MoDOT contact person during normal business hours (7:30 a.m. to 4:00 p.m.) to discuss janitorial service. Such meetings may be requested by either party and should occur twice weekly.

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

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

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

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

2) By no later than ten (10) calendar days after the award of the contract, the contractor shall provide MoDOT with the name, address and telephone number for the contractor contact person.

2.9.5 The contractor and each of the contractor's employees assigned to the contract must have a security clearance approved by MoDOT in order to provide service under the contract. The contractor must obtain each of the required security clearances from their State Highway Patrol.

1) By no later than fifteen (15) calendar days after notification of award, the contractor shall provide MoDOT with the following:

a. A copy of the security clearance information obtained from their State Highway Patrol for each employee,

2) For each new or unanticipated employee, the contractor must provide MoDOT with an approved security clearance.

3) MoDOT shall have the right to disapprove access to any building to any of the contractor's employees for any reason.

2.9.6 The contractor shall perform the requirements specified herein using "*team cleaning*". "*Team cleaning*" as used herein shall be defined as cleaning in which the contractor's employees are assigned to individual tasks such as dusting, emptying trash, or vacuuming for all areas as opposed to assigning one (1) person general cleaning tasks for an assigned area.

2.9.7 The contractor's personnel shall only be allowed in work areas to which they are assigned. The contractor's personnel shall only take rest breaks in pre-assigned areas.

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

The contractor and/or the contractor's employees must sign-in immediately upon arrival and prior to any services being provided and sign-out prior to

leaving the building. The contractor must provide the sign-in/sign-out sheets. In addition, the sign-in/sign-out sheets must remain at a location designated by MoDOT.

2.9.8 The contractor's employees shall not loiter in the buildings nor smoke anywhere in the buildings.

2.9.9 The contractor shall not use nor allow the contractor's employees to use any MoDOT telephone and/or equipment in the building except for the beverage and snack vending machines.

2.9.10 The contractor shall not adjust and/or use, nor allow the contractor's employees to adjust and/or use, those personal items belonging to MoDOT employees (i.e.: radios, decorative accessories, etc.).

2.9.11 The contractor shall not adjust and/or use, nor allow the contractor's employees to adjust and/or use, office furniture utilized by MoDOT employees (i.e.: chairs, desks, etc.).

2.10 Security Requirements:

2.10.1 The contractor shall be responsible for excluding all unauthorized persons from entering the building and for keeping the building locked after 4:00 PM while the contractor or the contractor's employees are on the premises. No exterior doors may be propped open for any reason.

2.10.2 When the contractor and/or the contractor's employees leave the building, the contractor shall lock all doors and turn off lights. In addition, if the building contains other security system(s), the contractor shall activate the system(s) according to instructions in order to protect the security of the building.

2.10.3 The contractor shall be issued keys and/or electronic cards to all areas in which janitorial services shall be provided. The contractor must take care of and not lose any such keys and/or electronic cards. In addition, the contractor shall not duplicate any of the keys and/or electronic cards issued to the contractor. If evidence of duplication is ascertained beyond reasonable doubt, MoDOT shall have the right to immediately replace the locks and all keys and/or electronic cards and to charge the contractor for such replacement.

1) At the expiration/cancellation of the contract, the contractor must surrender all the keys and/or electronic cards originally issued to the contractor by MoDOT. Any payments due the contractor shall be withheld until the contractor has surrendered all keys and/or electronic cards issued. In the event that all keys and/or electronic cards are not returned, the contractor shall pay MoDOT for the actual costs incurred for the replacement of all locks and keys and/or electronic cards, including keys and/or electronic cards held by the building tenants.

2) In addition, in the event that the contractor or a contractor employee loses a key(s) and/or electronic card(s), the contractor must notify MoDOT within one (1) working day from the date the loss is discovered. The contractor shall pay MoDOT for the actual costs incurred for the replacement of all locks and keys and/or electronic cards, including keys and/or electronic cards held by the building tenants.

2.10.4 In the process of performing the requirements of the contract, the contractor and/or the contractor's employees may become aware of information required by law to be kept confidential. Therefore, the contractor and/or the contractor's employees must not at any time disclose, directly or indirectly, any information gained during the performance of the services required by the contract.

2.11 Supplemental Service Requirements:

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

Additional carpet cleaning - The contractor shall perform additional deep cleaning carpet/water extraction services for the carpet as the necessity arises as determined and instructed by MoDOT.

2.11.1 Additional cleaning hard flooring – The contractor shall perform additional stripping and refinishing services for vinyl flooring as the necessity arises as determined and instructed by MoDOT.

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

1) Manager's Chair (Hi-back)

2) Side Chair (upholstered without arm upholstering) (Low Back; Secretarial)

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

2.11.4 Additional Personnel – The contractor shall provide janitorial personnel on an as needed, if needed basis.

2.12 Reporting Requirements:

2.12.1 Seventy two (72) hours prior to performing any of the monthly, quarterly, semi-annual, and annual tasks required herein, the contractor shall notify MoDOT in writing of the anticipated beginning and completion date for each task required. The contractor must follow-up with a written notice of the satisfactory completion thereof and shall obtain the written approval of each task from MoDOT. Such notification shall hereinafter be referred to as the "*task schedule notice*".

2.12.2 The contractor shall maintain a daily log of all services performed on that day. This daily log shall also reference any abnormal or unusual conditions affecting the physical and material aspects of the building or its contents, such as unlocked doors; breakage; damage; as well as any mitigating circumstances which prevented the contractor's employees from performing the contractual service. The daily log shall remain on the premises at the building at a mutually agreed to location accessible to both the contractor and MoDOT. The daily log shall become the property of MoDOT.

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

2.13 Payment and Invoicing Requirements:

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

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

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

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

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

2.14 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.

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

1)	Daily Requirement	$2.50 per task
2)	Weekly Requirement	$7.50 per task
3)	Monthly Requirement	$10.00 per task
4)	Quarterly Requirement	$15.00 per task
5)	Semi-Annual Requirement	$20.00 per task
6)	Annual Requirement	$25.00 per task

2.14.2 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 accessed, MoDOT may choose to deduct assessed amounts from current and/or future invoices.

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

1) Security Clearance documentation (see paragraph 2.9.5)

2) Task Schedule Notice (see paragraph 2.12.1)

3) Daily Log (see paragraph 2.12.2)

4) Material Safety Data Sheets (see paragraph 2.6)

5) Response to any contact from MoDOT regarding substandard and/or deficient
6) service (see paragraph 2.14.2)

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

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

SECTION (3):
AGREEMENT REQUIREMENTS

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

(A) **MHTC's Representative:** MoDOT's Edward Hassinger, District Engineer is designated as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Agreement. The Offeror shall fully coordinate its activities for MHTC with those of the designated personnel. As the work of the Offeror progresses, advice and information on matters covered by the Agreement shall be made available by the Offeror to the designated personnel throughout the effective period of the Agreement.

(B) **Release to Public:** No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's representative.

(C) **Assignment:** The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or novation) without the prior written consent of MHTC's representative.

(D) **Components of Agreement:** The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, the proposal submitted by the Offeror in the response to the RFP and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.

(E) **Participation by Minorities and Women Encouraged:**

1. No contracting quotas or "set-asides" apply to this contract. However, each firm is encouraged to use race and gender neutral methods to encourage more interest and potential participation in this contract work by minorities and women, both as employees of the contracting firm, and as the owners of firms that are subcontractors or suppliers to the selected contractor.

2. Each bidder is required to specify in its bid the firms's anticipated employment of minority and women employees as a percentage of its overall employee population. The bidder may provide other information on its employment of

women and minorities as well, relating to this particular contact work. And further, each bidder is required to specify in its bid those minority-owned and women-owned firms that the bidder intends to use as subcontractors or supplies in the performance of this contract work, and the approximate percentage (by dollar value) of the total contract work that these minority-owned and women-owned firms will receive, if the bidder is awarded this contract. This data will be used by MoDOT to evaluate the proposals and determine the ranking of each bidder.

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

(G) **Ownership of Reports**: All documents, reports, exhibits, etc. produced by the Offeror at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.

(H) **Confidentiality**: The Offeror shall not disclose to third parties confidential factual matters provided by MHTC's representative except as may be required by statute, ordinance, or order of court, or as authorized by MHTC's representative. The Offeror shall notify MHTC immediately of any request for such information.

(I) **Nonsolicitation:** The Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Offeror, to solicit or secure the Agreement, and that it has not paid or agreed to pay any percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MHTC shall have the right to annul the Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(J) **Conflict of Interest:** The Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under this Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this Agreement.

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

1. MHTC’s representative shall have the right to reproduce and/or use any products derived from the Offeror's work without payment of any royalties, fees, etc.

2. MHTC’s representative shall at all times have the right to audit any and all records pertaining to the services.

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

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

SECTION (4):
PROPOSAL SUBMISSION INFORMATION

(A) SUBMISSION OF PROPOSALS:

1. Pricing and Signature: Proposals should be priced, signed and returned (with necessary attachments) to Teresa Mount as provided in this RFP. Specifically, any form containing a signature line in this RFP and any amendments, pricing pages, etc., must be manually signed and returned as part of the proposal.

2. Submission of All Data Required: The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.

3. Public Inspection: The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization. Therefore, the Offeror must submit its proposal based on such conditions without reservations.

4. Clarification of Requirements: Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed in writing to Teresa Mount, Missouri Department of Transportation, 2309 Barrett Station Rd, Ballwin, MO. 63021, faxed (314) 301-1437 or Teresa.Mount@modot.mo.gov, no later than July 23,2007. 10:00 a.m.

5. Proposal/Bid Guaranty/Contract Bond

a. Each proposal shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.

b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.

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

(B) REQUIRED ELEMENTS OF PROPOSAL

1. Experience. The proposal must clearly identify the Offeror's experience in offering the services requested in this RFP during the past three (3) years specifically in handling 24 hour buildings. The description should include a list of the agencies which your institution has served or currently serves.

2. Personnel. Please indicate the name, location, telephone number, fax number and email address of the primary contact person for the Offeror. Information presented in this section should highlight the previous Offeror experience, as well as any work with other state agencies or local governments in Missouri. Offeror must furnish a complete listing of each subconsultant, if any, and complete contact information for that subconsultant.

3. **References.** Proposals should indicate the name, title and telephone number of at least three officials of clients within the past three years.
4. **Proposed method of performance:** Proposals will be evaluated based on the Offeror's **distinctive** plan for performing the requirements of the RFP. Since the evaluators have already read the Scope of Work as described in the RFP, it is not necessary for the Offeror to repeat the exact RFP Language, or to present a paraphrased version, as an original idea for a technical approach

.

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

b. The method by which the proposed method of performance is written is left to the discretion of the Offeror. However, the following method is recommended:

On plain white paper, identify each specific paragraph and subparagraph of the Scope of Work (see Article II) by paragraph and page number as an item for discussion. Immediately below these numbers, write a description of

how, when, by whom, with what, to what degree, why, where, etc. the requirements will be satisfied. The description should include the number of employee hours to be devoted to each area.

AS AN EXAMPLE:

Discussion Item: Paragraph _____, Page _____

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

(C) EVALUATION CRITERIA

1. Evaluation Factors: Any agreement for services resulting from this RFP shall be awarded to the Offeror providing the best proposal to MHTC. After determining responsiveness, proposals will be evaluated in accordance with the following criteria:

A. Experience, expertise and reliability;
B. Proposed Method of Performance;
C. Cost, Fees and Expenses;
D. Recommendations from references;
E. The affirmative action program of the Offeror;
F. Overall clarity and quality of proposal; and
G. Fees and expenses.

2. Historic Information: MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, question and answer conferences, references, or other sources, in the evaluation process.

3. Responsibility to Submit Information: The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that MHTC's representative is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

(D) PRICING

1. Fee Schedule: The Offeror must submit a proposed fee for all services defined in the Scope of Work. This fee must be shown on Section (5),

Price Page, of this proposal which must be completed, signed and returned with the Offeror's proposal.

2. **<u>Evaluation and Award Process</u>:** Evaluation and award(s) will be based upon the following weighted criteria: Cost, 10%; Responsibility and Reliability, 40%; and Method of Performance, 50%.

(A) Price - Low Proposal Determination: The objective evaluation of cost will be conducted using a scale of 100 possible points based upon a total annual amount for all services for the original contract period.. For evaluation purposes only, the total for the required janitorial services will be computed using the cleanable square footage amount listed in the background section of the RFP and the total for supplemental services will be computed using the quantities listed below. However, the offeror shall agree and understand that the quantities listed are for cost evaluation purposes only and shall not be construed to be an estimate nor any guarantee of a minimum or maximum amount of services that may be required. Proposed prices must be entered on Exhibit A.

- Additional carpet cleaning of approximately 5,000 sq. ft of carpet;
- Additional stripping and refinishing of approximately 5,000 sq. ft. of hard flooring;
- Additional professional cleaning of upholstered furniture for 10 manager's chairs;
- Additional professional cleaning of upholstered furniture for 10 side chairs;
- One-time construction clean-up of 10,000 sq. ft.;
- Additional Janitorial Personnel for approximately 100 hours.

B) Responsible and Reliability Determination – This subjective determination will be conducted using a scale of 200 points. After determining the low proposal, the low proposal will be reviewed to: (1) determine the responsibility and reliability of the offeror, (2) confirm that the proposal complies with the mandatory requirements stated in the Request for Proposal, and (3) confirm the offeror’s familiarity of building.

- Responsibility and Reliability of Offeror - The offeror should provide, on Exhibit C or in any other format, the information listed below related to previous and current services/contracts performed by the offeror’s organization and any proposed subcontractors which are similar to the requirements of this document. If the contact person listed on Exhibit C is not available or is otherwise unable to be reached during the evaluation, the listed experience may not be considered.

- Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;

- Dates of the service/contract; and

- Provide a brief, written description of the specific prior services performed and requirements thereof.

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

(C) Method of Performance: Reference Section (4) C
Proposed method of performance

PREFERENCE IN SERVICES

Date: _____

The Offeror's attention is directed to Section 34.073 RSMo. (1994), which gives preference to Missouri corporations, firms and individuals when letting contracts for services.

Proposals received will be evaluated on the basis of legislation.

All Offerors must furnish the information requested below:

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL OFFERORS:

List address of Missouri offices or places of business:

_____

_____

_____

_____

_____

MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

BY: _____

SECTION (5):
PRICE PAGE

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

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

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

EXHIBIT A
PRICING PAGE
(continued)

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

EXHIBIT B

OFFEROR'S PRIOR EXPERIENCE

PRIOR SERVICES PERFORMED FOR:

_____

ADDRESS _____ CITY _____ STATE_____ ZIP ____
PERSON FAMILIAR WITH PERFORMANCE _____

TITLE _____ TELEPHONE _____

DESCRIPTION OF PRIOR SERVICES PERFORMED:
CONTRACT PERIOD: FROM _____ TO _____
SUMMARY OF SERVICES PERFORMED:

OFFEROR'S PRIOR EXPERIENCE

PRIOR SERVICES PERFORMED FOR:

_____

ADDRESS _____ CITY _____ STATE_____ ZIP ____

PERSON FAMILIAR WITH PERFORMANCE _____

TITLE _____ TELEPHONE _____

DESCRIPTION OF PRIOR SERVICES PERFORMED:

CONTRACT PERIOD: FROM _____ TO _____

SUMMARY OF SERVICES PERFORMED:

EXHIBIT C
PERSONNEL STAFFING

STAFF MEMBER BACKGROUND AND EXPERTISE OF PERSONNEL

1. _____
(NAME)

_____
(TITLE)

---

2. _____
(NAME)

_____
(TITLE)

---

3. _____
(NAME)

_____
(TITLE)

---

4. _____
(NAME)

_____
(TITLE)

---

5. _____
(NAME)

_____
(TITLE)

EXHIBIT D
CLEANING REQUIREMENTS FOR SECURED AREAS IN APPLICABLE BUILDINGS

TMC Building:

The following areas are secured:

1) Computer areas as indicated on the enclosed drawings.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we_____
_____,
as Principal and_____, as Surety are held and firmly bound unto the **STATE OF MISSOURI** (acting by and through the **Missouri Highways and Transportation Commission)** in the penal sum of:
_____ **Dollars ($_____)** to be paid to the **State of Missouri or to the Missouri Highways and Transportation Commission,** to be credited to the State Road Fund, the Principal and Surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____

THE CONDITION OF THIS OBLIGATION is such that:

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

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

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

(SEAL) _____
Principal

1.1 By _____
Signature

(SEAL) _____
Surety

By _____
Attorney-in-Fact

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

1.1.1 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.

1.1.1.1 GENERAL TERMS AND CONDITIONS

1.1.2 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.

1.1.3 Deliveries

a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.

b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.

c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

1.1.4 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.

1.1.5 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.

1.1.6 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 issued.

1.1.7 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.

1.1.8 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 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.

b. 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 contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

d. 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.

1.1.9 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

1.1.10 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.

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.

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.

1.1.11 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.

1.1.12 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.

1.1.13 Inventions, Patents, and Copyrights

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

1.1.14 Inspection and Acceptance

a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.

b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

1.1.15 Warranty

a. 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 MoDOT, (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.

b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

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

SPECIAL TERMS AND CONDITIONS

1.1.15.1.1.1 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 $2,500,000 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.

Information and Reports

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

1.1.15.1.2 Permits, Licenses and Safety Issues

a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.

b. The Contractor will comply with local laws involving safety in the prosecution of the work.

1.1.15.1 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.

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1.1.15.1.3 Failure to Execute Contract

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

1.1.15.1.4 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.

1.1.15.1.5 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.

1.1.15.1.6 Cancellation of Contract

a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.

b. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for

the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.

1.1.15.1.7 Liquidated Damages

a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the per **RFP per item,** for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.

b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

1.1.15.1.7.1.1 <u>Environmental Issues</u>

a. Attention of the bidder is invited to the **Land Reclamation Act, Chapter 444, Laws of 1971, (House Bill 519)** and the necessity for compliance if applicable.

PROPOSAL SUMMITTAL INSTRUCTIONS

PROPOSAL SUBMITTAL:

Your written bid must be mailed in ***a sealed*** envelope or box, or else delivered by hand or courier service (UPS, Federal Express, DHL, etc.) to be *received on or before the date and time specified on the front page of this bid document,* at the office of:

Ms. Terri Mount
Missouri Department of Transportation
General Services - Procurement
2309 Barrett Station Rd.
Ballwin, MO. 63021

All documents must be sealed and the outmost wrapping should be clearly marked **"TMC JANITORIAL".**

The specified for the returning of proprosal is a firm deadline and all bids 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 bids. All bids arriving at the designated office after the deadline specified will be rejected.

PRICES:

Prices MUST remain firm for the entire period stated herein.

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COMPLIANCE WITH BID REQUIREMENTS:

Failure to comply with the requirements published in this proposal may result in the bid being subject to rejection. Product that does not meet specifications will cause all of the shipments to be returned at the bidders expense.

NON-EXCLUSIVITY:

The Missouri Department of Transportation reserves the right to obtain like or similar products of this or other manufacturers when use of such products is deemed in the best interest of MoDOT.

VENDOR NAME REGISTRATION:

On all bid documents, the bidder must use the firm name under which he/she is registered to do business in the state of Missouri. The bidder must ensure that his/her firm name is registered with the office of the Secretary of State.

ADDITIONAL DOCUMENT SUBMITTAL REQUIREMENTS:

For the bid to be considered the two (2) attachments "Preference in Purchasing Products" and Bid Bond in the amount of 5% of total bid, must be submitted to this office prior to any contract being awarded for this bid.