



BID REQUEST NO.: 20-6011-LL-S
TITLE: Painting Services
ISSUE DATE: May 5, 2020

STRATEGIC SOURCING SPECIALIST: Leyanna Long
PHONE NO.: 573-884-3228
E-MAIL: longlk@umsystem.edu

RETURN BID NO LATER THAN: May 21, 2020 AT 2:00 PM CENTRAL DAYLIGHT TIME

EMAIL INSTRUCTIONS: THIS BID MAY BE RETURNED BY EMAIL to longlk@umsystem.edu on or before May 21, 2020 at 2:00 PM CST.

MANDATORY PRE BID ZOOM MTG: Tuesday, May 12, 2020 at 2:00 P.M. CST

You are invited to submit bids on the items or services specified. All bids must be made on this form and shall be subject to the terms and conditions on the reverse side hereof for furnishing items or services of the description listed below. All deliveries shall be made **FOB DESTINATION** with freight charges fully included and prepaid. The seller pays and bears the freight charges.

In compliance with this bid request and subject to all of the terms and conditions thereon, bidder offers and agrees to furnish or deliver the items or perform the services upon which prices are quoted herein, such items or services to be provided within the number of days indicated after receipt by bidder of University Purchase Order. Only cash discounts having a period of thirty (30) days or more will be taken into account in determining the lowest bid. Discount time is compiled from day of delivery and acceptance of items or services or receipt of correct invoice, whichever is later.

The bidder further agrees that the language of this bid document shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the University of Missouri or when a Notice of Award is signed and issued by an authorized official of the University of Missouri, a binding contract shall exist between the bidder and The Curators of the University of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	

CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	DISCOUNT TERMS	DAYS DELIVERY AFTER RECEIPT OF ORDER	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) (NOTE: LLC IS NOT A VALID TAX FILING TYPE.) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

BID REQUEST AND BID CONDITIONS

This Bid Request and Bid is made upon and subject to the following conditions, all of which are accepted by bidder. Upon acceptance by University, this Bid Request and Bid and the University Purchase Order issued thereon shall constitute the contract for furnishing the items described in the bid in strict conformity with the contract instruments.

1. No oral explanation in regard to the meaning of the specifications will be made, and no oral interpretation will be given before the award of the contract. If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of any part of the specifications or any other proposed contract documents, he may submit to the University a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made by addendum duly issued or delivered to each person receiving a set of such documents. The University will not be responsible for any other explanation or interpretations of the proposed documents.
2. The University reserves the right to reject any and all bids and to waive any informality in bids.
3. Whenever the name of a manufacturer or vendor is mentioned on the face hereon and words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designation unless the context specifies "no substitution". University assumes that items bid as equal are equal. University reserves the right to return at the bidder's expense all items that are furnished which are not acceptable as equals to items specified by the Bid Request and Specifications, and vendor agrees to replace such items with satisfactory items at the original bid price.
4. All items bid shall be new unless otherwise specified by the University.
5. Bidder agrees to unconditionally guarantee all items bid upon against defects in material and workmanship for a period of one year from the date of acceptance by the University unless otherwise specified.
6. Unless it is so noted on the bid it will be deemed that the article furnished is that designated. If the vendor proposes to furnish an item of a different manufacturer or vendor other than the one specified on the face hereof, the manufacturer or vendor of the substituted items shall be noted and complete descriptive literature describing the items to be substituted must accompany the bid.
7. Materials and services furnished the University are not subject to either Federal Excise Taxes or the Missouri Sales Tax. Exemption certificates will be furnished on request.
8. Prices quoted are to be firm and final and prices shall be stated in units of quantity specified with packing and drayage charges included.
9. Shipments shall be marked as directed on the Purchase Order.
10. C.O.D. shipments will not be accepted. All shipping charges must be PREPAID. No packing or drayage charges will be allowed.
11. The University will not be responsible for articles or services furnished without a Purchase Order.
12. Risk of loss or damage to the goods prior to the time of their receipt and acceptance by the University is upon the vendor.
13. All invoices and correspondence shall show the Purchase Order Number. All invoices must be rendered in duplicate and contain full descriptive information on items or service furnished. Separate invoices shall be rendered for each order and forwarded to the University.
14. Vendor agrees to defend, protect and save the University harmless from all claims and actions arising out of patent infringement.
15. University reserves the right to cancel all or any part of orders if shipment is not made as promised. Vendor shall notify the University if shipment cannot be made as promised. Time of proposed delivery must be stated in definite terms in the space provided.
16. The bidder hereby guarantees that no article listed herein is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act or an article which may not, under the provisions of Federal Law, be introduced into interstate commerce.
17. Samples, when required, are to be furnished prior to the date specified for receipt of bids.
18. In case of any doubt or difference of opinion as to the items to be furnished hereunder or the quality thereof, the decision of the UM Chief Procurement Officer shall be final and binding upon both parties.
19. The University reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the University. If a split award is not acceptable to a bidder, it must be stated in the bid response.
20. In awarding the contract, the University may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, the financial standing of the bidder or bidders; the amount of other work being carried on by the bidder; the quality, efficiency, and construction of the equipment proposed to be furnished; the period of time within which the equipment is to be furnished and delivered; and the necessity of prompt delivery of the items herein described. The inability of any bidder to meet the requirement mentioned above may be cause for rejection of his bid.
21. In the event that time and materials are a portion of this bid, the University reserves the right to audit vendor's records concerning this bid.
22. All items or services to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Standard. All alleged violations and deviations from said State and Federal regulations or standards of the items of services to be furnished hereunder, must be set forth on the Bid Form at the time of submission of the bid. Or if at any later date the items or services contained herein shall not meet all applicable state and federal requirements after the bidder is awarded the contract hereunder the bidder must notify the Campus Purchasing Manager, immediately by certified mail, return receipt requested.
23. The University serves from time to time as contractor for the United States Government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules, and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.
24. The Curators of the University of Missouri have adopted a policy which is binding upon all employees and departments of the University, and which by contract shall be binding upon independent contractors and subcontractors with the University, whereby all other things being equal, and when the same can be secured without additional cost over foreign products, or products of other states, a preference shall be granted in all construction, repair and purchase contracts, to all products, commodities, materials, supplies and articles mined, grown, produced and manufactured in marketable quantity in the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations, or individuals. By virtue of the foregoing policy, preferences will be given to materials, products, supplies, or provisions, and all other articles produced, manufactured, mined or grown within the State of Missouri, and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Each bidder submitting a proposal agrees to comply with and be bound by the foregoing policy.

NOTICE TO BIDDERS

The Curators of the University of Missouri on behalf of University of Missouri - St. Louis requests bids for Furnishing and Delivery of ***Painting Services***, BID #20-6011-LL-S, which will be received by Procurement Services, longlk@umsystem.edu until 2:00 p.m., CST, on Monday, May 21, 2020.

A mandatory Pre-Bid conference call will be held on Tuesday, May 12, 2020 at 2:00 PM CST. The Conference call will provide a detailed explanation of the services needed and to answer any questions pertaining to the bid. The conference call will allow for questions & answers.

Conference Call information: Please contact Leyanna Long for the Pre-Bid Zoom information.

Additional copies of the Specifications and the Conditions of the bid together with the printed form on which bids must be made may be downloaded at:

http://www.umsystem.edu/apps/fa/procurement/bids/listview_Bids.php

Any subsequent Addenda to this bid can be found at the same site. It is the responsibility of the bidders to check the site for any addendums to this bid.

The University reserves the right to waive any informality in bids and to reject any or all bids.

THE CURATORS OF THE
UNIVERSITY OF MISSOURI

By: Leyanna Long
Strategic Sourcing Specialist

Issued: May 5, 2020

UNIVERSITY OF MISSOURI- ST LOUIS CAMPUS

BID #20-6010-LL-K PAINTING SERVICES

Introduction/Objective

The University of Missouri-St. Louis (UMSL) seeks bids from Qualified Commercial Painting Contractors with the intent of establishing a contract to provide labor, equipment, and all materials required to perform Painting Services and necessary minor Drywall repairs on the UMSL Campus per the following.

The primary need for service is at the UMSL Campus Residential Halls and Apartments during the summer break.

Contact Information

UM Procurement is the issuing office for this Bid and all subsequent addenda relating to it. UM Procurement is the sole point of contact regarding all Procurement and contractual matters relating to the requirements described herein. UM Procurement is the only office authorized to change, modify, clarify, etc., the specifications, terms, and conditions of this bid and any contract(s) awarded as a result of it.

Inspection

Prospective bidders may make an appointment to view representative job sites prior to bid close by contacting Steve Bene by email at benes@umsl.edu.

All dimensions stated are for estimates only. It shall be the contractor's responsibility to fully acquaint themselves with the condition on the job site and the nature of the areas and service requirements. Failure to fully acquaint oneself with these conditions shall not relieve the contractor from the requirement for making a complete workmanlike job in full compliance with all specifications.

Delivery

1. The order for the items/services listed will be made by written notice.
2. All items/services must be priced as delivered F.O.B. to the UMSL Campus. No freight, delivery or travel time will be considered separately.
3. The quantity of each item/service to be delivered shall be specified by the Office of UM System Procurement or their authorized representative. The University will be responsible only for those items/services the successful contractor has been requested to deliver.
4. Bids are to be made on the basis of delivery of services, as called for periodically throughout the contract period, **no more than 5 days after notification of successful contractor by the University on most jobs. Larger jobs will be scheduled with more notice.** All items/services will not be ordered at the same time.

Contract Period

The contract period for this service shall commence on the day of award and extend through June 30, 2021, with the option to renew upon mutual agreement with the University and the successful contractor for up to three (3) additional one-year periods. Pricing will remain firm for the initial contract period. Approximately 60 days prior to contract end, the University will contact the Contractor to determine if the contract renewal provisions will be extended, and if pricing negotiation is required.

Contract Termination for Cause

In the event the Contractor violates any provisions of the contract, the University may serve written notice upon Contractor and/or Surety setting forth the violations and demanding compliance with the contract. Unless within ten (10) days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the

University may terminate the contract by serving written notice upon the Contractor; but the liability of Contractor and/or Surety for such violation; and for any and all damages resulting there from, as well as from such termination, shall not be affected by any such termination.

Contract Termination for Convenience

The University reserves the right, in its best interest as determined by the University, to cancel the contract by given written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

Invoicing Requirements

Preferred settlement method is with Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 15 after the date of invoice. Payment terms associated with settlement by check will be considered net 30 days. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred.

The successful bidder will make application for payment by furnishing the University with an invoice thru ebuilder setting forth the quantity and total value of each service and/or delivery.

Invoices properly prepared and executed by the successful contractor are to be sent to University of Missouri St. Louis via ebuilder. **All invoices must be Purchase Order Number assigned, if applicable.**

In addition, Contractor's shall, every month, submit an itemized statement for services provided to the university, showing the total amount of work done during the preceding month and the cost thereof. The itemized statement shall include the following information: Date of Service, Location of Service, and Defined Services.

All work and cost determination shall be in accordance with services provided at the accepted bid rate. Upon approval by the university, payment will be made to the contractor. The University will perform periodic spot-checks to verify the contractor is billing their proper measured amount.

General Insurance Requirements (Low Risk)

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the University's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

Commercial General Liability Contractor agrees to maintain Commercial General Liability at a limit of not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse The Curators of the University of Missouri, its officers, employees and agents as Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Note: Anyone who serves alcoholic beverages on a University of Missouri Campus or when contracted for service at a UM event must also provide liquor liability coverage. This should be written on an "occurrence basis" and have limits not less than \$1,000,000 each claim or each common cause and at least a \$1,000,000 aggregate. The insurance carrier, policy number, effective date and limits should be shown on an insurance certificate provided to the University of Missouri. The Curators of the University of Missouri, its officers, employees and agents endorsed as Additional Insured on such policy and a copy of the endorsement should be provided along with the certificate of insurance.

Business Auto Liability (If required in service performance) Contractor agrees to maintain Business Automobile Liability at a limit not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation & Employers Liability Contractor agrees to maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

Data Breach Refer to Risk & Insurance Management for review, but at a minimum for low risk contracts only: If capturing, transmitting or access to PII, PHI or PCI then coverage must also include Data Breach coverage of \$1,000,000 per occurrence.

Contract Language

The Curators of the University of Missouri, its officers, employees and agents are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the inception date of the contract between the contractor and the University. Contractor/Party is required to maintain coverages as stated and required to provide written notice of cancellation according to the policy provisions. The University reserves the right to request a copy of the policy. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for bids for such contract.

Indemnification

The Contractor agrees to defend, indemnify, and save harmless The Curators of the University of Missouri, their Officers, Agents, Employees and Volunteers, from and against all loss or expense from any cause of action arising from the Contractor's operations. The contractor agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims, and demands at the sole expense of the Contractor or at the option of the University, agrees to pay to or reimburse the University for the Defense Costs incurred by the University in connection with any such liability claims, or demands.

The parties hereto understand and agree that the University is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, or its officers, employees, agents or volunteers.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its sub contractors, the University shall have the right to cancel and terminate the contract without notice.

The insurance required by the provisions of this article is required in the public interest and the University does not assume any liability for acts of the Agency/Service and/or their employees and/or their sub contractors in the performance of this contract.

Award of Agreement

Due to possible work force needs of the University, this bid will not necessarily be awarded on an "ALL OR NONE" basis. The University of Missouri Kansas City reserves the right to make multiple awards and/or to reject any and all respondents. Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto. At the discretion of the University of Missouri System, this contract may be utilized for additional services based on scope of work with other affiliates on an as needed basis.

General Conditions of the Contract for Construction and Prevailing Wage Requirements

See the below links to the UM Facilities Planning and Development website, stating the prevailing wage guidelines. For immediate reference see the attached UM General Conditions, page GC/35, section 13.6. In addition, I have included and email from Butch Garrett clarifying the "new" Prevailing Wage dollar amount.

<https://uminfopoint.umsystem.edu/media/fa/management/facilities/docs/General%20Conditions%20August%202018.pdf>

Per-Butch Garrett:

Our revised General Condition state under 13.6.1, “Wage Rates (If the contract amount is less than \$75,000, the requirements of this section will not apply. Any contract adjustment that increase the contract above \$75,000 will be subject to this section.”

Certified payrolls will not be required. Wage rates paid need to meet state and federal minimum wage, not our typical prevailing wage schedule.

UNIVERSITY OF MISSOURI DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS

UMSL seeks bids from Qualified Commercial Painting Contractors with the intent of establishing an agreement to provide all labor, equipment, and materials (with possibly the exception of paint) required to perform Painting Services and necessary minor drywall repairs on the UMSL Campus per the following.

The primary need for service is at the UMSL Residential Halls and Apartments during the summer break. However, other painting needs for the entire campus will be on a year-round “as-called-for” basis for offices, classrooms, University houses, etc.... The as-called-for basis work will require contractor personnel (2 to 10 on a normal basis) to be available on most jobs within 5 days’ notice. The work is to be performed during normal business hours, commencing no earlier than 7:30 a.m. and ending by 4:30 p.m. Occasional weekend work may be requested.

Oak Mills is a 6 floor, 424 bed residential hall. The total square footage of public floor space is approximately 72,740 square feet. For informational purposes only, following are the number of single and double rooms. Oak Hall has 400 single, 16 Single with Bath, and 8 doubles with bath. Attached is a floor plan with sq ft and ceiling heights.

Mansion Hills is a 3 floor, 36 bed residential hall. For informational purposes only, the following are the number of single and double rooms. Mansion Hills has 12 single/with bath and 12 double/with bath. Attached is a floor plan with sq ft and ceiling heights.

The University will provide a “Point Person” to schedule and coordinate all work to be performed.

The Summer Break typically starts around May 15 of each year. We anticipate the need for a crew of approximately 10 painters to complete the job within our typical date range of May 15 to August 1 of each year. **Contractors must be able to guarantee completion of this volume of work during this time period, or are asked not to submit a response to this bid. There is no leniency or flexibility on this requirement!**

UMSL Spring Break, Thanksgiving Break, and Winter Break may also require a small crew for jobs that are to be completed in those quick time frames.

There may be occasion for Emergency 24 to 48 Hour Turnaround Jobs in order for a room or apartment to be made “Ready for Occupancy”. Please make it clear in your response to the BID if this type work will be billed at a higher rate. This is an addition to the “Delivery” requirements noted elsewhere in these Detailed Specifications.

The majority of the painting (approximately 90%) will be in finished areas (Walls, Ceilings, and Trim) and is to be performed by brush or roller. The other approximate 10% (exterior and some interior) may be sprayed upon prior approval by the University. **Overspray onto any surface not intended to be painted is not acceptable and must be removed by the contractor.**

Wooden Base Trim and other Trims, Doors and Door Jambs/Casings are also to be painted.

It is anticipated the spaces will not be empty and the need for furniture moving will exist.

While the preparation of surfaces/sheetrock (priming, filling of nail holes, cracks and joints with putty, plaster, or other fillers) to prepare for painting is to be included in the cost of the painting process, there may be occasion for minor sheetrock removal, replacement, finish and paint. **NOTE: Minor Drywall Repair Work shall be submitted to the Director of Facility Operations or his designee on the basis of Time and Material based for each specific job.**

The University will be responsible for any necessary removal of objects from walls (such as paintings, wall hangings, TV

screens) prior to the painting process.

Contractor shall be responsible for clean-up and disposal of refuse in the areas after painting is complete and dry.

Any blinds, switch plates, hardware, etc. shall be removed by the winning contractor prior to painting the area and **then put back in place by the contractor upon completion of the job.** Items that cannot be removed but are not to be painted must be masked by means of surface-applied protection. This masking must also be removed upon completion of the job.

General

The University will specify all materials to be used including paint brand, type, grade and color when the contractor is providing material. The contractor will not change the specification unless directed.

The contractor will report to the Director of Facility Operations or his designee.

The contractor must supply qualified painters to complete daily work assignments or project assignments under the supervision of the contractor. The University will not be responsible to supervise the painters.

The contractor must ensure adherence to proper safety precautions and requirements needed to do the job. The contractor is responsible to supply the appropriate safety equipment as needed to do the job.

UMSL will provide an area for the contractor to clean their equipment. Bathroom facilities are NOT to be used for this purpose.

The successful Contractor shall provide and install "Work In Progress", "Wet Paint" -type signs.

Contractors and Their Employees will be responsible for the Following:

The contractor will be responsible for performing criminal background (CCIC/NCIC) checks and Drug testing on all employees prior to their assignment. The Contractor will be required to provide proof of testing if requested by the University. This shall include verification of the right to work in the United States, through the I-9 process for employment, where applicable.

The contractor is responsible for providing all of their employees the necessary training and safety equipment which will allow them to be in compliance with all of the applicable Federal, State, Regional and Local regulations (including OSHA).

The contractor will also be personally responsible for properly disposing all chemical and hazardous wastes that they generate while working on UMSL property. The successful contractor will supply all necessary cleaning supplies and equipment.

Staffing

Supervision: Contractor shall provide a Supervisor and/or Project Manager with a minimum of three (3) years in Painting Services to fulfill the entire scope of any resulting contract. Contractor shall provide a resume and list of jobs performed that substantiate experience of the Supervisor and/or Project Manager. Contractor shall provide a supervisor on site weekly to check on services performed. Contractor shall provide the University's Liaison with Project Manager's name and telephone number. The Project Manager shall be available to monitor contract work in progress and perform inspections with the University Liaison. The Contractor's Project Manager and other supervisory personnel shall read, write, understand and speak English in order to communicate with University staff.

Contractor Personnel: All regular supervisory and other crew personnel involved in the performance of any resulting contract shall be directly employed by and supervised by Contractor. Subcontracting of any work under any resulting contract shall be only upon University Approval. It is requested that, as much as is possible, the same Crew performs the

contracted Painting duties on a routine basis. Contractor shall advise the University of any Changes in supervisory and Project Manager Personnel, and any other Key Personnel working under any resulting contract.

The contractor must supply painters who can prepare surfaces and apply coatings to interior and exterior surfaces, and patch properly. Principle duties would be to receive daily work assignments, review work site, plan work process, prepare work area, assure adequate ventilation, mask around area being painted, protect hardware, furniture, and equipment, and clean work area upon completion. Knowledge of paint techniques, tools, and materials is required with minimum two (2) years' experience. Ability to understand work orders and written warning labels are required. Physical ability to manipulate tools and ladders and staging is required for the work.

Standards of Conduct: Contractor shall maintain standards of employee work performance, conduct, appearance and integrity, and shall take disciplinary action with respect to employees when necessary. Contractor employees shall not disturb items on desks, floors, bookshelves, or cabinets. Additionally, contractor employees shall not use University telephones or open desk drawers. Any exceptions to the above shall be upon authorization from a University Liaison. Contractor employees shall adhere to the same standards of conduct as University employees. Contractor shall immediately remove any employee that the University Liaison or designee deems to have demonstrated unsatisfactory performance, behavior or conduct.

Compliance with Applicable Laws and Regulations: Contractor, its agents and employees shall comply with all municipal, county, state and federal laws, rules, regulations, and ordinances applicable to the work to be performed. Further, Contractor agrees that it, its agents and employees shall follow all rules, regulations and policies of the University.

Drug Free Workplace: Contractor, its employees and/or agents performing services on University property are prohibited from the unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

Violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the University in addition to any criminal penalties that may result from such conduct.

Contractor Employee Identification

Contractors shall ensure that their Employees wear uniforms that include at a minimum, a sleeved shirt or smock front (preferably with company logo), long pants, closed toe shoes and identification badges which shall be displayed on the employee while on campus. Contractor employee uniforms shall be clean and neat in appearance, shirts tucked in, and pants worn in a professional manner.

OSHA Guidelines

Contractor shall comply with all applicable Occupational Safety and Health Act and Regulations.

Parking Requirements

Should the Contractor desire to park on campus, or have their employee's park on campus, a parking tag for each vehicle is required. The University will provide a maximum of two parking spaces for contractors and their employees. Contractor or individual employees may purchase additional parking hangtag permits from the UMC Parking Operations office. All contracted employees operating and parking on campus, will be required to follow the policies as defined by UMSL Police & Parking Operations.

FINANCIAL BID:

Prices provided are to cover the cost to provide and perform all services as detailed in these specifications. Estimated bid prices are not acceptable. Bid prices shall be firm for the duration of the contract period.

Evaluation & Award

Bids will not be evaluated based solely on price. All contractors, in submitting bids, concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method. Contract(s) awarded will be based on a number of factors including, but not limited to, the Mandatory and Desirable Criteria and the following:

1. Price
2. Reputation of the contractor as evidenced by UM System and outside referrals (Client References).
3. Relevant contractor experience in similar enterprises. Experience in higher education will be considered an asset.
4. Contractor's commitment to quality service as evidenced by the contractor's commitment to monitor and improve services and customer satisfaction.
5. Number of years in business, size and experience of staff.
6. Meeting all Technical Requirements of the Bid
7. M/WBE Participation

UMSL reserves the right to make an award to the contractor offering the best value response to the BID. **Note: The University reserves the right to negotiate best and final terms with the selected respondent.**

MANDATORY

Bids must meet the following minimum service requirements in order to be considered:

- Be an experienced Commercial Painting Contractor
Confirm Compliance: Yes _____ or No _____
- Have been regularly and actively engaged in the painting business, operating under the same business name and business organization structure: and, performing the type of work described in the "Scope of Work" for a minimum of 5 years.
Confirm Compliance: Yes _____ or No _____
- The Contractor shall have in his direct employment (or as Approved by UMSL) the necessary work force and proper facilities to adequately fulfill all the services required. The contractor must be able to demonstrate a range of painting services.
Confirm Compliance: Yes _____ or No _____
- The contractor must have a pager service, voice mail, cell phone, or an office answering machine and respond within two (2) hours of the message. If the number is outside of UMSL's local calling area, an 800 number is required.
Confirm Compliance: Yes _____ or No _____

DESIRABLE

It is the Respondent's responsibility to supply sufficient and complete information for a full evaluation of all items in this section, including detailed explanations.

- a) Disclose general information about your agency including a brief history and information regarding the type of experience the company has as it relates to this project.
- b) Provide a description of the standard services offered by your company, any clients also in the Higher Education category that you serve and additional related services you provide.
- c) Provide no less than three (3) non-profit client references in a similar based field, which includes institution of higher education with similar volumes. Include the company name, contact person, email contact, phone number and years of service. References used for this purpose shall be Universities or public agencies, commercial or industrial accounts that the firm has provided service for while serving

in the capacity as the “primary” contractor versus a sub-contractor and has maintained a contractual work agreement for accomplishing services for a period of not less than twelve (12) consecutive months.

(Name of firm or individual responding)

REQUEST FOR BIDS
FOR
FURNISHING AND DELIVERY
OF
PAINTING SERVICES
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
FOR
THE UNIVERSITY OF MISSOURI –SAINT LOUIS
BID # 20-6011-LL-S
DUE DATE: MAY 21, 2020
TIME: 2:00 PM, CDT

The undersigned proposes to furnish the following items and/or a service at the prices quoted and agrees to perform in accordance with all requirements and specifications contained within this Request for Bid issued by the University of Missouri. Please attach a separate sheet(s) for other services/pricing that may be of value to the University.

Price Adjustment

Pricing will remain firm for the initial contract period. A price adjustment may be allowed for the three (3) one-year renewal periods after expiration of the initial contract period, not to exceed 5% per year. Documentation must be provided as to the need for the price increase. Please indicate below the maximum price increase for the second, third and fourth year of the contract.

- Renewal year 1 _____ %
- Renewal year 2 _____ %
- Renewal year 3 _____ %

The contractor proposes to furnish the following items and/or a service at the prices quoted and agrees to perform in accordance with all requirements and specifications contained within this Request for Bid issued by the University of Missouri.

1. Price to Paint each unit, during normal business hours, as follows: base square footage from attached floor plans.

One bed apartment unit (Mansion Hills)	\$ _____/Each
Two bed apartment unit (Mansion Hills)	\$ _____/Each
1 st floor residential unit (Oak Hills)	\$ _____/Each
2 nd floor residential unit (Oak Hills)	\$ _____/Each
3 rd , 4 th , and 5 th floors residential unit (Oak Hills)	\$ _____/Each
6 th floor residential unit (Oak Hills)	\$ _____/Each

2. Price to paint each unit, during Weekend Hours, as follows: Bas square footage from attached floor plans.

One bed apartment unit (Mansion Hills)	\$ _____/Each
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Two bed apartment unit (Mansion Hills)	\$ _____/Each
1 st floor residential unit (Oak Hills)	\$ _____/Each
2 nd floor residential unit (Oak Hills)	\$ _____/Each
3 rd , 4 th , and 5 th floors residential unit (Oak Hills)	\$ _____/Each
6 th floor residential unit (Oak Hills)	\$ _____/Each

3. Per Square Foot for Minor Drywall repair work \$ _____/SF
4. Paint a Door, both sides, Paint provided \$ _____/Each
5. Paint Door Jambs/Casings for Each Complete Unit, Paint provided \$ _____/Each
6. Paint Trims, Paint provided \$ _____/LF
7. Other painting needs, "as-called-for" basis (offices, classrooms, University houses) \$ _____/SF
8. Labor cost for painting: \$ _____/per Hour

See attached unit dimensions

Note: The University reserves the right to negotiate best and final terms with the respondent selected.

AUTHORIZED RESPONDENT REPRESENTATION

Number of calendar days delivery after receipt of order		Payment Terms	
Authorized Signature		Date	
Printed Name		Title	
Company Name			
Mailing Address			
City, State, Zip			
Phone No.		Federal Employer ID No.	
Fax No.		E-Mail Address	
Circle one: Individual Partnership Corporation			
If a corporation, incorporated under the laws of the State of _____			
Licensed to do business in the State of Missouri? yes no			

This signature sheet must be returned with your bid.

SUPPLIER DIVERSITY PARTICIPATION FORM

The University of Missouri System is committed to and supports supplier diversity as an essential part of the University’s mission and core values. The University’s Supplier Diversity efforts reflect this mission.

Tier 2 Supplier Diversity Information - The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. Tier 2 Spend is spend reported by primary (non-diverse) suppliers of the University of Missouri who subcontract work to, or make purchases from a diverse supplier. Depending upon the contract, primary (non-diverse) suppliers will be asked to submit Tier 2 information with Women and Diverse Owned companies. Suppliers have two options in reporting Tier 2 dollars depending on the terms of the contract: Direct and Indirect. Awarded suppliers may be asked to utilize CVM Solutions for reporting Tier 2 spend.

- Direct dollars - those dollars directly spent with Women and Diverse Owned suppliers in the fulfillment of the contract.
- Indirect dollars - based on a percentage of revenue the University represents to the supplier. An example is as follows:
 - Supplier's Total Revenues: \$10,000,000
 - Revenues from University \$: \$ 4,000,000
 - University % of Total Revenues: 40% (#2 divided by #1)
 - Total MBE Dollars \$: \$ 150,000
 - Total WBE Dollars \$: \$ 150,000
 - Total University Attributable MBE \$: \$ 60,000 (#3 multiplied by #4)
 - Total University Attributable WBE \$: \$ 60,000 (#3 multiplied by #5)
 - Total University Attributable MWBE \$: \$ 120,000 (Sum of #6 and #7)
 - University % Attributable Revenue: 3% (#8 divided by #2)

1. Does your company have a Supplier Diversity Program? If so, describe efforts your company has made to increase business with Women and Diverse Owned businesses (i.e. does your company have a policy statement, participate in outreach activities, promote diverse firm subcontracting, publicize contract opportunities, provide certification assistance, etc.?) Please provide examples (use additional pages if needed): _____

2. If you are a non-diverse owned company, what percentage of your company's total contracting and procurement spend for the prior year was with Women and Diverse Owned businesses? Are you able to provide this information specific to University of Missouri business?

3. If you are a non-diverse owned company, complete the following table indicating the percentage your company will subcontract with certified Women and Diverse Owned businesses should your company be the successful bidder. Note: If your company does not plan to use Women and Diverse Owned businesses to fulfill your contract obligations, please explain why not.

Supplier Name	% of Contract	Specify Direct or Indirect

If there are questions regarding supplier diversity at the University, contact Teresa Vest,
vestt@umsystem.edu.

-----**THIS FORM MUST BE SUBMITTED WITH THE RESPONSE**-----

SUPPLIER REGISTRATION INFORMATION

Completion of this section is strongly encouraged. Please review and check ALL applicable boxes.

SMALL BUSINESS CONCERN: ____ Yes ____ No

The term “small business concern” shall mean a business as defined pursuant to Section 3 of the Small Business Act and relevant regulations issued pursuant thereto. Generally, this means a small business concern organized for profit, which is independently owned and operated, is not dominant in the field of operations in which it is bidding. We would consider any firm with 500 employees or less a “small business concern”.

WOMAN OWNED BUSINESS (WBE): ____ Yes ____ No

A woman owned business is defined as an organization that is 51% owned, controlled and/or managed, by a woman. The determination of WBE status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 106-554 for more detail.

MINORITY BUSINESS ENTERPRISE (MBE): ____ Yes ____ No

A minority business is defined as an organization that is 51% owned, controlled and/or managed by minority group members. The determination of minority status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 95-507 for more detail. Place an X by the appropriate space below.

1. Asian-Indian - A U.S. citizen whose origins are from India, Pakistan and Bangladesh ____ (A)
2. Asian-Pacific - A U.S. citizen whose origins are from Japan, China, Indonesia, Malaysia, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas. ____ (P)
3. Black - A U.S. citizen having origins in any of the Black racial groups of Africa. ____ (B)
4. Hispanic - A U.S. citizen of true-born Hispanic heritage, from any of the Spanish-speaking areas Mexico, Central America, South America and the Caribbean Basin only. ____ (H)
5. Native American - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part. ____ (N)

A Veteran or Service Disabled Veteran business is defined as an organization that is 51% owned, controlled and/or managed by Veterans. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 109-461 for more detail.

VETERAN BUSINESS ENTERPRISE ☐ Yes ☐ No

SERVICE DISABLED VETERAN BUSINESS ENTERPRISE ☐ Yes ☐ No

MISSOURI FIRM: ☐ Yes ☐ No

A Missouri Firm is defined as an organization which has and maintains within the State of Missouri a regular place of business for the transaction of their business.

BUSINESS TYPE:

Manufacturer	<input type="checkbox"/> (M)
Distributor/Wholesaler	<input type="checkbox"/> (D)
Manufacturer's Representative	<input type="checkbox"/> (F)
Service	<input type="checkbox"/> (S)
Retail	<input type="checkbox"/> (R)
Contractor	<input type="checkbox"/> (C)
Other	<input type="checkbox"/> (O)

SOLE PROPRIETORSHIP: ☐ Yes ☐ No

SUPPLIER'S CERTIFICATION:

The undersigned hereby certifies that the foregoing information is a true and correct statement of the facts and agrees to abide by the laws of the State of Missouri and the rules and regulations of the University of Missouri System now in effect including any subsequent revisions thereof. Supplier acknowledges that it is his/her responsibility to keep the information current by notifying the University of Missouri of any changes.

Signature of Person Authorized to Sign this Supplier Registration Information Form

Title: _____

Date: _____