

University of Missouri (UM) Procurement

BID REQUEST NO.: 21110 TITLE: STRATEGIC SOURCING SPECIALIST ISSUE DATE: March 30, 2021 SOURCING CONTACT: Wade A. Jadwin PHONE NO.: 573-341-4049 E-MAIL: jadwinw@mst.edu

BID DUE DATE: APRIL 21, 2021 AT 2:00 PM CT

BID SUBMISSOIN INSTRUCTIONS:

Bids must be submitted in a PDF format electronically via email to <u>jadwinw@mst.edu</u> with the subject line labeled and identified as RFB #21110. Please allow transmittal time to ensure your bid is received no later than the time stated above. <u>The University assumes no responsibility for any bidder's on-time receipt of their bid response.</u>

You are invited to submit a bid on the items or services specified. All bids must be made on this form and shall be subject to the terms and conditions included herein. Bidder offers and agrees to furnish and deliver the items or perform the services upon which prices are quoted herein. Any quotations sent to the University of Missouri prior to this request for bid are void and will not be considered.

The bidder agrees the language of this bid document shall govern in the event of a conflict with supplier's bid response. 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.

If you have any questions regarding the RFB, please send them to:

Wade A. Jadwin – Strategic Sourcing Specialist University of Missouri Procurement 1201 North State Street – Suite G5C Rolla, MO 65409 Jadwinw@mst.edu

All questions regarding the RFB must be received no later than April 14, 2021 at 2:00 PM CT.

The University reserves the right to waive any informalities in Request for Bids and to reject any or all bids.

AUTHORIZED BIDDER REPRESENTATION

Authorized Signature		ate			
Printed Name		Title			
Company Name					
Mailing Address					
City, State, Zip					
Phone No.	Federal Employer ID No.				
Fax No.	E-Mail Address				
Number of calendar days delivery after receipt of order:	Payment discounts en		Note: Net 30 is default. Early pay		
Select Payment Method: SUA		ACH	Check		
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?yesno					
Maintain a regular place of business in the State of Missouri?yesno					

This signature sheet must be returned with your bid.

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 regarding 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, they 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 herein 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 supplier agrees to replace such items with satisfactory items at the original bid price.
- 4. Unless it is so noted on the bid it will be deemed that the article furnished is that designated. If the supplier proposes to furnish an item of a different manufacturer or supplier other than the one specified on the face hereof, the manufacturer or supplier of the substituted items shall be noted and complete descriptive literature describing the items to be substituted must accompany the bid.
- 5. All items bid shall be new unless otherwise specified by the University.
- 6. 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.
- 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.** All deliveries shall be made FOB Destination with freight charges fully included and prepaid. C.O.D. shipments will not be accepted. The seller must pay and bear all freight charges.
- **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 supplier.
- **13.** All invoices and correspondence shall show the Purchase Order Number. All invoices must contain full descriptive information on items or service furnished. Separate invoices shall be rendered for each order and forwarded to the University.
- **14.** Supplier 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. Supplier 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 time and materials are a portion of this bid, the University reserves the right to audit supplier'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 UM Procurement immediately in writing.
- 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. As required by Section 508 of the Rehabilitation Act (36 C.F.R., Pt. 1194) and other state and federal laws, the University requires that all products provide equivalent ease of use for individuals with disabilities as for non-disabled individuals. To fulfill this obligations, Bidder shall: (1) ensure that all products comply with the Web Content Accessibility Guidelines (WCAG); (2) provide the University with an Accessibility Conformance Report: (3) respond promptly to accessibility complaints or reported deficiencies at no cost to the University; and (4) indemnify and hold the University harmless in the event of any claims arising from inaccessibility.
- **25.** Bidder certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).
- **26.** If this bid involves health care services or products, the Bidder agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Bidder with regard to patients of the University. All services provided pursuant to this bid shall be provided in accordance with all applicable federal and state laws, including The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, sections 261-264, the Administrative Simplification sections and the regulations promulgated pursuant thereto and regulations of the Joint Commission on Administration. Bidder represents that Bidder is not currently excluded or threatened with exclusion from participating in any federal or state funded health care program, including Medicare and Medicaid. Bidder agrees to notify the University of any imposed exclusions or sanctions covered by this representation.
- **27.** If the contract resulting from this bid involves the acquisition of disposal of services, supplies, information technology, or construction and has a total potential value of \$100,000 or more, and if awarded supplier is a company with ten (10) or more employees, then Supplier certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this Contract. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.
- **28.** Any contract issued as a result of this RFB shall be construed according to the laws of the State of Missouri. Additionally, the awarded supplier shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- **29.** In accordance with University policy, preference shall be given to Missouri products, materials, services, and firms when the goods or services to be provided are equally or better suited for the intended purpose. In assessing overall value, consideration will be given to the extent to which proximity or Missouri preference of the supplier provides potential advantages or reduction of risks. Firms are considered "Missouri firms" if they maintain a regular place of business in the State of Missouri.
- **30.** In connection with the furnishing of equipment, supplies, and/or services as a result of this bid, the contractor and all subcontractors shall agree not to discriminate against any recipients of services, or employees or applicants for

employment on the basis of race, color, religion, national origin, sex, age, disability or veteran status. The contractor shall comply with federal laws, rules, and regulations applicable to subcontractors of government contracts, including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.

31. Due to the changing nature of the COVID-19 pandemic, awarded supplier will monitor and comply with CDC and other federal, state and local guidance; modifications to University operating procedures; and directives of University relating to protection of the health and safety of the University community.

NOTIFICATION TO UNIVERSITY IN EVENT OF POSITIVE COVID-19 CASE: In the event any of the successful Contractor's personnel who have or are presently performing services for the University of Missouri (a) tests positive for COVID-19, or (b) has been in close contact with someone that tests positive for COVID-19, the successful Contractor shall immediately notify the University designated contact, and take immediate action to quarantine such person and any other Contractor Personnel who may have come in contact with the person testing positive for COVID-19, and assist University in identifying any other persons on the University campus who may have come in contact with such person. Contractor must clean and disinfect all areas any infected person may have contacted on University's campus, and any cleaning or sanitation costs resulting from a positive COVID-19 test of Contractor personnel are the sole cost and responsibility of Contractor.

- **32.** Suppliers shall refrain in offering any offers of gifts to the University and all University of Missouri employees in accordance with University of Missouri Policy, #26301, Suppliers.
- **33.** The University reserves the right, in its best interest as determined by the University, to cancel the contract by giving written notice to the Supplier thirty (30) days prior to the effective date of such cancellation.
- **34.** Preferred settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 30 after the date of invoice. Payment terms associated with settlement by check will be 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. For consulting services and/or contract labor services performed for MU Health Care, the hourly rate and the number of hours worked must be included in the agreement and/or on the invoice submitted. Payment may not occur unless this information has been provided. The University encourages suppliers to opt into its Single-Use Account (SUA) credit card program for payment of invoices. The SUA is an electronic, credit card-based payment solution that acts like a check. It provides a single 16-digit virtual account number for each payment. Similar to a check, the credit limit on each SUA is set to the specific payment amount. Payment terms for Suppliers who participate in the SUA program are Net 0 as opposed to the standard Net 30 terms. No additional fees shall be charged for the use of University credit cards.
- **35.** The intended coverage of this RFB, and any contract resulting from this solicitation, shall be for the use by all faculty, staff, students, departments, locations, and affiliates of the University of Missouri, including MU Health Care. The University of Missouri System seeks to make the terms and prices of this bid available to other public entities and higher education institutions. Extension of the terms and prices to any or all other higher education institutions and public entities is at the discretion of bidders and shall not be considered in the award of this bid. The bidder shall further understand and agree that participation by other higher education institutions and public entities is discretionary on the part of these institutions, and the University of Missouri System bears no financial responsibility for any payments due the supplier by such entities, nor will the University be responsible for contract administration other institutions.

UNIVERSITY OF MISSOURI SPECIAL CONDITIONS & DETAILED SPECIFICATIONS

University of Missouri Procurement is requesting bids for the furnishing of **CUSTODIAL SERVICES at the UMKC PARKING GARAGES** as listed in this RFB for University of Missouri – Kansas City (UMKC) and Parking Services.

All quantities are estimated based upon anticipated needs. The University reserves the right to order more or less as needed. Instructions for ordering will be provided at time of notice of award and/or issuance of purchase order.

AWARD:

The award will be based on lowest bid meeting all specifications. 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.**

Note: <u>The University of Missouri reserves the right to negotiate best and final terms with the bidder</u> <u>selected.</u>

CONTRACT TERM:

The initial term will be date of award to June 30, 2022 with the option to renew for two (2) one-year periods beginning on July 1, 2022

Pricing shall remain firm for the initial term of the contract. Each bidder is required to state their maximum percent increase for items awarded for the successive annual renewal periods, if appliable. The percent increase shall be a percentage change in the unit prices and shall not exceed that percent. The percent increase will be considered when evaluating the bids.

The Curators of the University of Missouri is a public corporation and, as such, cannot create an indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in Section 172.250 RS MO. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with thirty (30) days' notice.

SITE TOUR:

A tour to view the site is being offered. Prospective bidders are welcome to visit sites prior to bidding.

YOU MUST SCHEDULE AN APPOINTMENT TO REVIEW THE PRAKING STRUCTURES.

Please contact **Mr. Ken Bledsoe** at **816-235-5175** to schedule an appointment. Tours must be completed by April 13, 2021 at 3:00 p.m. CT. Mr. Bledsoe will not answer any questions during the tour. All questions must be submitted via e-mail to Wade A. Jadwin at <u>jadwinw@mst.edu</u> no later than April 14, 2021 at 2:00 p.m. CT.

The purpose of the tour is to allow potential bidders the opportunity to inspect the area. Each bidder is solely responsible for a prudent and complete personal inspection, examination and assessment of the work site condition, facilities, and/or any other existing condition, factor or item that may affect or impact performance. The bidder shall not be relieved of responsibility for performance under the contract for any reason whatsoever, including but not limited to the bidder's failure to observe existing conditions, etc.

INSURANCE REQUIREMENTS:

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.

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.

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 proposals 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 subcontractors, 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 subcontractors in the performance of this contract.

Certificate Holder:

The Curators of the University of Missouri 2910 LeMone Industrial Blvd Columbia, Missouri 65201

DETAILED SPECIFICATIONS (The following are minimum specifications):

CLEANING OF PARKING FACILITIES

PURPOSE:

The University of Missouri - Kansas City is requesting proposals from experienced and qualified cleaning companies for the purpose of providing professional cleaning services in UMKC Parking structures. The University is seeking routine cleaning and annual power washing proposals for four of its parking structures for a three-year renewable term.

GENERAL TERMS:

- a. The contract shall be between The Curators of the University of Missouri, known as the "University", and the successful respondent known as the "Contractor" for the provision of custodial services for the parking garages listed in this RFB according to the terms set forth herein.
- b. The contract rates for the first year will remain unchanged. At the end of the first year and yearly thereafter, the Contractor and University will negotiate price changes. Adjustments will be reviewed one time during each annual term and shall not exceed 3% over the previous year. Request for price increases must be submitted in writing not less than sixty (60) days prior to the start of the upcoming annual contract term from January 1st December 31st and those subsequent years during the contract period.
- c. The terms of this contract shall be applicable to the custodial services operated at the parking garages listed in this RFB.
- d. Shall there be any campus closure, either full month, or partial month, the University would only be obligated to pay a pro-rated rate determined by the term of the closure. For a closure of a full calendar month the University would require no services, and not be obligated to pay for the services not used/delivered. For closures of less than a full calendar month, a pro-rated rate will be calculated by deducting 20% of the monthly rate for each week of closure wherein weekly cleaning requirements are not needed/delivered.

PAYMENT:

The standard payment terms for the University of Missouri are Net 30. A University purchase order will be issued and payment will be made by University check within thirty (30) days after receipt of services and receipt of invoice.

CONTRACTOR'S RESPONSIBILITIES:

The Contractor shall comply with the following requirements and any deviation from them must have University approval:

a. The Contractor is required to conduct a national criminal background check at its own expense on each individual that will be assigned to perform services on site at University pursuant to this RFB prior to such individual beginning assignment. This background check shall include criminal history, verification of employment and education, and driving record. In addition, successful respondent shall verify whether such individual is registered pursuant to sections 589.400 to 589.425 RSMo (Missouri Sex Offender Registry). The results of such background checks shall be provided to University's Human Resources prior to such individual commencing assignment and University reserves the right to refuse assignment of any individual that has a relevant dutyrelated conviction or guilty plea as determined by University in its sole discretion. The Contractor shall further be required to advise University of Missouri – Kansas City Human Resources within five (5) days of any individuals who plead guilty to or are convicted of a criminal violation after they commence performing services on site at University and University reserves the right to require termination of such individual(s)' assignment to University when the conviction or guilty plea is deemed relevant by University in its sole discretion.

In performing criminal background checks, Successful respondent warrants that its activities shall comply with all applicable laws and regulations, including any requirements of the Fair Credit Reporting Act, and it shall indemnify and hold harmless University from and against all liabilities, obligations, claims, damages, penalties, causes of action, reasonable costs and expenses (including, without limitation, attorney's fees) arising or occurring as a result of its failure to comply with the requirements of this provision.

The criminal background check should go back at least seven (7) years. The Contractor s hall be in non-compliance of the contract and the University will deduct \$50 from the monthly invoice if an un-cleared contract employee is observed working on campus.

b. The University's Contract Representative along with the Contractor will perform a separate quality assurance inspection of all contract parking garages on a periodic basis. It is expected that all parking garages areas will pass the quality assurance inspection with a rating of "Acceptable." Deficiencies may still be noted by the inspection in areas rated as "Acceptable" and these deficiencies should be corrected within a month. If deficiencies are serious, numerous or long-standing in an area, an "Unacceptable" rating will be given to the area. When an area is rated as "Unacceptable," corrections will be completed within seven (7) calendar days, and the parking garage will be re-inspected together by both the Contractor and the University Contract Representative. Should re-inspection of the area or other areas in the parking garage yield another "Unacceptable" rating, the Contractor will be notified that inspection levels must be brought up to the "Acceptable" level in all areas with thirty (30) calendar days, and weekly joint inspections shall be done in that time period until the area is brought up to the "Acceptable" level in the termination of the contract within ninety (90) days of written notification.

More than three failed re-inspections in a parking garage in a one year time period will also be seen as non-compliance and may result in the termination of the contract within ninety (90) days of written notification.

When a parking garage fails an inspection it is required that such parking garage be brought up to passing standards without impacting performance standards in other garages that may be covered by the same contract.

The University Representative may also perform other unannounced parking garage inspections and regular "walk-throughs" to ensure quality of cleaning. Issues noted during these inspections and walk-throughs will be communicated to the Contractor. If issues are serious or numerous, additional joint inspections with the Contractor present may be scheduled.

- c. The Contractor shall be responsible to the University Representative for all services pertaining to this work, and any questions or suggestions from either party of the contract shall be channeled through the University Representative.
- d. The Contractor shall insure that all University Fire, Safety and Security procedures are followed by his employees. Procedures will be supplied to Contractor by the University Representative.
- e. Contractor shall report all stopped drains, broken or non-working fixtures, broken glass, supply needs and other repair needs to the University representative.
- f. The Contractor's employees shall be neat and clean in appearance. It is the Contractor's responsibility to obtain such identification and maintain the badge in good repair. The badge shall have the employee's name on the face of the badge. The badge must be displayed in an easily discernible manner on the front of the shirt or smock at all times while the employee is on the premises. Such badges will be provided by the Contractor, and no employee will be allowed to work in a campus facility without such a badge. The Contractor shall be in non-compliance of the contract and the University will deduct \$25.00 from the monthly invoice if a contract employee is observed working without a badge.

The Contractor shall maintain control of their employees while on the campus. The University reserves the right, when any employee whose work performance or conduct is objectionable, to request that they be immediately removed from the University premises and replaced at no additional cost to the University.

Contract employees will be respectful of personal belongings and desk space in offices and refrain from providing cleaning to those areas and items at all times unless specifically asked by the occupant of the space. If circumstances exist where the Contractor has in their employ a university student, these individuals will not be assigned to clean offices or department meeting rooms, but rather confined to responsibilities in public areas and activity locations.

Contract employees dismissed from their jobs for disciplinary reasons are not to be reassigned to any other University building. The Contractor shall notify the University Contract

Representative in writing of all employees dismissed from the University of Missouri contracted buildings for disciplinary reasons, including full name, and the reason for dismissal.

- g. Training and Technical: Contractor must provide certifications and training of management team and front line staff to Industry Standards and Equipment Use. The Contractor will provide to the University the method to contact supervisors or support team members 24/7 via telephone and/or internet access (e-mail).
- h. Quality and efficiency of method of performance: Contractor's detailed description of the method of performance to be used in the parking garages covered by this contract shall be evaluated in terms of quality and efficiency of methods proposed for use. The quality of and use of equipment, techniques that promote quality of work and worker efficiency shall be evaluated positively and products utilized. The Contractor must also consider the willingness and ability to provide sufficient staff to work additional events and non-traditional hours/days as they are scheduled throughout the year. The Contractor must provide a history of using and willingness to use green certified products and equipment where possible.

PERSONNEL, EMPLOYMENT PRACTICES, STAFFING AND SCHEDULING:

a. In connection with the performance of work under this contract, the Contractor shall follow all applicable government regulations pertaining to employment and agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, sex, physical condition, developmental disability or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Provisions shall be made, however, due to the need for building security, to preclude employment if misrepresentation should be found in the applicant's employment record or references or if the applicant has a misdemeanor or felony conviction for theft, burglary, or other types of violent crime.

The Contractor further agrees to take affirmative action to insure equal employment opportunities for persons with disabilities. The Contractor agrees to post in conspicuous places available for employees and applicants for employment notices to be provided by the University setting forth the provisions of the non-discrimination clause.

- b. Personnel relations of employees on the contractor's payroll shall be the Contractor's responsibility. The Contractor shall comply with all applicable government regulations related to hiring practices, employment compensation and payment of personnel.
- c. Personnel of the Contractor shall observe all regulations of the University.
- d. The Contractor shall supply the University with a complete list of employees, supervisors and management assigned to the parking garages.

EQUIPMENT:

- a. The Contractor shall furnish and maintain all equipment required to do the custodial work. Any equipment unsuitable for use shall be removed from the University's premises.
- b. All Contractor furnished equipment shall be engraved or otherwise permanently identified, so that ownership can be readily determined.
- c. Battery-powered equipment using lead acid type of batteries shall be charged only in areas with adequate ventilation and with no ignition sources. Such batteries should be charged only with "smart chargers" designed to prevent over-charging. An eyewash station must be present within fifteen (15) feet of charging areas and the areas must be posted with appropriate safety warning signs. Damaged and leaking batteries should be removed from University premises.
- d. Equipment used indoors shall not be powered by propane fuel or other flammable fuels.
- e. All electrically operated equipment must possess proper grounding capabilities and must be grounded when in use.
- f. Equipment shall not be left out and unattended in high traffic areas during normal working hours.
- g. It is the responsibility of the Contractor to provide ladders as necessary for cleaning. Such ladders must meet or exceed all OSHA requirements for the class of work being performed. Work from ladders shall be limited to cleaning items fourteen (14) feet or less from floor level.
- h. If the weight of equipment is seen to cause damage to floors or floor tiles, it shall not continue to be used.

CHEMICALS FURNISHED BY CONTRACTOR:

It is the responsibility of the Contractor to provide all cleaning chemicals and supplies. Chemicals to be as "green:" as possible. Contractor should avoid using harsh chemicals that could damage walls, floors and other property. Labels to be provided by the Contractor. Contractor shall provide the University MSDS information before using cleaning chemicals.

MATERIAL FURNISHED BY CONTRACTOR:

The contractor is to provide all paper towels and any other items necessary to complete the job. If needed, supplies provided by the Contractor shall be stored in the custodial closet with locations identified by the university. Paper goods shall be stored off the floor. If it is in the best interest, the University reserves the right to purchase the above listed items.

PARKING GARAGE LOCATIONS

 Rockhill Parking Structure – 5 levels, 1341 spaces 52nd and Rockhill Road 1 elevator, 1 pedestrian walkway, 3 stair towers

- Cherry Street Parking Structure 6 ½ levels, 1493 spaces 51st and Cherry 3 elevators, 1 pedestrian walkway, 3 stair towers
- Hospital Hill Parking Structure 6 ½ levels, 1204 spaces 24th Terrace and Charlotte 1 elevator, 2 stairwells, 1 interior corridor
- Hospital Hill Apartment Parking Structure 3 levels, 193 spaces 24th Street and Troost Ave 1 elevator, 2 stairwells

SCOPE OF WORK AND REQUIREMENTS OF CONTRACTOR

A. Cleaning and Routine Maintenance

The Scope of Services for the selected proposer includes, but is not limited to the following services;

- 1. Provide all cleaning staff in the specified parking facilities described herein. Staff should be trained in environmental and safety issues in compliance with the University of Missouri Kansas City.
- 2. Ensure that an on-site supervisor is available to supervise all designated locations, at all times that staff are present.
- 3. Provide uniforms and nametags with photo id containing company name and position. Uniforms should be casual with a professional appearance and will be approved prior to contract completion. This will include uniforms for all seasons.
- 4. Supply Insurance documents naming the University of Missouri Kansas City as additional insured.
- 5. Ensure staff has appropriate transportation to travel between facilities

Routine Facility Cleaning Services

The Scope of Services for the selected proposer includes, but is not limited to the following services for Rockhill, Cherry, Hospital Hill and Hospital Hill Apartments; Weekly:

- 1. Pick up trash in elevators, stairwells and pedestrian walkways.
- 2. Sweep and/or blow off and remove debris in stairwells, including areas at the bottom of the stairwell.
- 3. Clean and mop with disinfectant the elevator; remove debris from elevator tracts. No dirt shall be left in corners or near baseboards. All vertical surfaces cleaned so as to be free of dirt, dust, smudges and foreign matter. Wipe down exterior elevator door.
- 4. Wipe down all equipment and stair handrail/guardrails with disinfectant.
- 5. Clean glass and frame on pedestrian exit/entrance doors.

Monthly:

- 1. Polish elevator cars
- 2. Clean light fixtures in elevator cabs.
- 3. Clean vertical surfaces and floors in covered pedestrian walkways.
- 4. Gum and stain removal from stairs, entrances to stairs on all levels and pedestrian walkways
- 5. Sweep and mop corridor behind tenants at Hospital Hill Parking Structure.

Quarterly:

1. Clean glass inside of the stair towers and inside of the pedestrian walkways.

Can bid separately

Annually: All Garages

- 1. Clean glass on outside of stair towers, pedestrian walkways and elevator towers.
- Power Wash entire facility Scheduled in advance with owners input for availability. Power wash is to be at 4,000 PSI with hot water. Oil and grease spots are to be pre-treated before cleaning, using biodegradable degreasers / detergents. In conjunction with Power wash, VENDORS will utilize wet scrubber to maximize cleaning in areas of oil/grease spots or heavy dirt locations.

Special protection is necessary when cleaning near and around the Pay-and-Display Machines and elevators to assure no water is allowed into the elevators or down the elevator shafts. Protection is also necessary when washing around office entries and all electrical and mechanical equipment.

Vendor is responsible to have fillable water tanks and vehicles within the height restrictions of each facility to move water where needed if water itself or if appropriate water pressure to operate power washing equipment is not available.

Prices are to include all equipment, supplies, and insurance. The awarded VENDOR is responsible for all licenses, permits and other fees and expenses for the services performed. Materials and supplies must be in compliance with industry standards. All debris must be removed from the structures.

COST DETAIL

Cost shall be shown as an all-inclusive monthly cost per parking location, but also include an hourly rate for additional work. Annual work can be bid on separately or not at all.

BY CHECKING THIS BOX THE BIDDER ACKNOWLEDGES ALL SPECIFICATIONS CAN BE MET AND ALL REQUESTED INFORMATION PERTAINING TO QUALIFICATIONS IS ACCURATE.

Parking Garage Location	Pricing (Annual)	Price for Full Contract Term (3 years)
Rockhill Parking Structure	\$	\$
Cherry Street Parking Structure	\$	\$
Hospital Hill Parking Structure	\$	\$
Hospital Hill Apartment Parking	\$	\$

****Hourly Rate for Extra Work Not Listed**

Hourly Rate: \$_____

PRICING:

Include line(s) for bidder to provide pricing and other pertinent information as applicable (i.e. manufacturer, model/part number, etc.) Be specific in the pricing you are asking for, so you can do an apples to apples financial summary of the bids received. If quantity if more than 1, include a unit price and a total price for each line. Include an overall total price if multiple lines of pricing are requested. If this is a one-year contract term with the option to renew for additional one-year periods, put a line(s) for the bidders to state their maximum percent increase for successive annual renewal periods.

ATTACHMENT A 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.

<u>Tier 2 Supplier Diversity Information</u> - 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 Minority and Diverse Owned companies. Suppliers have two options in reporting Tier 2 dollars depending on the terms of the contract: Direct and Indirect.

- <u>Direct dollars -</u> those dollars directly spent with Women and Diverse Owned suppliers in the fulfillment of the contract.
- <u>Indirect dollars</u> based on a percentage of revenue the University represents to the supplier. An example is as follows:
 - 1. Supplier's Total Revenues: \$10,000,000
 - 2. Revenues from University \$: \$ 4,000,000
 - 3. University % of Total Revenues: 40% (#2 divided by #1)
 - 4. Total Minority and Diverse owned Dollars \$: \$ 400,000
 - 5. University % Attributable Revenue: 1% (#4 divided by #2)
- 1. Does your company have a Supplier Diversity Program? If so, describe efforts your company has made to increase business with Minority and Diverse Owned businesses (i.e. does your company have a policy statement, participate in outreach activities, promote diverse subcontracting, publicize bid opportunities, provide certification assistance, etc.?) Provide examples (use additional pages if needed):
- 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.

ATTACHMENT B SUPPLIER REGISTRATION INFORMATION

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

SMALL BUSINESS CONCERN: _____Yes _____No

NOTE: 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

NOTE: 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

NOTE: 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.

Asian-Indian - A U.S. citizen whose origins are from India, Pakistan and Bangladesh

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.

_____ Black - A U.S. citizen having origins in any of the Black racial groups of Africa.

_____ 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.

_____ 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.

VETERAN BUSINESS ENTERPRISE _____Yes _____No

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE _____Yes _____No

NOTE: 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.

MISSOURI FIRM: ____Yes ____No

NOTE: 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.

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 Form:

Title: _

Date: