



**FRANKLIN COUNTY
PURCHASING DEPARTMENT
REQUEST FOR PROPOSALS (RFP) COVER PAGE**

RFB NO: 201923

TITLE: Janitorial Services

Solicitation Schedule & Deadlines:

March 6, 2019	Solicitation Release Date
March 13, 2019 10:00 AM	Site Review/Pre-Bid Meeting
March 15, 2019 3:00 pm	Deadline for Submitting Questions
March 21, 2019, 4:30 pm	Deadline to post Addendum
April 5, 2019 at 9:00 AM	Deadline to Submit Response

Responses must be received no later than "Deadline to Submit Response"

April 5, 2019 at 9 am

Kathy Hardeman, Purchasing Agent

Ann Struttmann, Assistant Purchasing Agent

Phone: 636-584-6274 Email: purchasing@franklinmo.net

Submittal Instructions: Print this Packet in its entirety and complete all pages per instructions. Print the SEALED RESPONSE LABEL found in Attachment 1 of this packet and attach to the front of your envelope.

SUBMISSION CHECKLIST

_____ I have reviewed the bid schedule and deadlines, located on the solicitation cover page

_____ I have read ALL Terms and Conditions and Bid documents closely

(Located at www.franklinmo.org)

THE ITEMS LISTED BELOW ARE THE REQUIRED DOCUMENTATION FOR SUBMITTING A RESPONSE

_____ Solicitation Cover page

_____ Contractual Terms and Conditions Acknowledgement

_____ Company Profile

_____ Exhibit A Schedule of Fees, completed and signed

_____ Certificate of Insurance (COI)

_____ I have one original and three copies that are labeled accordingly

_____ Envelope is sealed and label attached

PURPOSE/ INTRODUCTION/ BACKGROUND

Franklin County is soliciting a Request for Proposals from qualified Firms to provide Janitorial Services for the following buildings:

1. Government Center
2. Judicial Center
3. Health Department
4. South Annex
5. Historic Courthouse

Mandatory Pre-Solicitation Meeting – There will be a mandatory pre-solicitation meeting on 03-13-2019 at 10:00 AM located at the Government Center, 400 E Locust Street, Union, MO 63084.

The term of the awarded contract shall be date of award through one (1) year, with County reserving the option to renew for three (3) additional one year periods.

Services shall include all operations for the Services as described in this RFP. Services shall include furnishing all labor and transportation necessary to perform the work, exempt as specified in the Scope of Work. The County will provide all cleaning products, equipment, and disposable paper products such as paper towels, toilet tissue and paper hand towels. The County reserves the right to add or delete areas by notifying the Firm with a written amendment.

The County does not allow for any subcontracting on this agreement.

The County requires an experienced and reputable Firm to provide Services to the County facilities. In an effort to obtain the best possible service, this RFP is detailed to indicate expectations, but the County will rely upon the knowledge of the Firms that perform these functions daily to provide information on methods of cleaning and schedules to be followed. The Firm shall maintain facilities based on information from the product manufacturer (i.e. tile flooring, etc.)

PROPOSAL REQUIREMENTS

It is the responsibility of the Firm by careful personal examination of the sites, to satisfy themselves as to the location of the work, worksite conditions, and the quantity of staff required. The Firm shall examine carefully the proposal and all other documents and data pertaining to the Project. Failure to do so shall not relieve the awarded Firm of obligation to perform the provisions of the agreement. The Firm shall not at any time after the execution of the agreement make any claims alleging insufficient data, incorrectly assumed conditions or claim any misunderstanding with regard to the nature, conditions or character of the work to be done under the agreement.

The County will consider proposals from Firms with specific experience and success in Janitorial Services. All proposals must include:

1. Firm name, address, telephone number and contact persons(s) email address.
2. Brief history of Firm, including number of years of experience. Include information on the staff members that will be utilized for this service.
3. Description of the Firm's processes, method of approach, and timeline, including identification of specific services to be provided.
4. List of recent (last 24 months) organizations that have used the Firm's services on similar projects, with contact names and contact information for reference checks.
5. Fee Schedule, labeled Exhibit A

Insurance Requirements:

1. The Contractor shall furnish County with a certificate of insurance indicating proof of the following insurance from company's license in the State of Missouri:
 - A. Worker's Compensation and Employers' Liability: Worker's Compensation Statutory in compliance with the Compensation law of the State and Employers' Liability Insurance with a limit no less than \$1,000,000.00 each accident.
 - B. Comprehensive or Commercial General Liability with a minimum limit of \$1,000,000.00 per occurrence, \$3,000,000.00 aggregate combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include, but not be limited to, the following coverage.
 1. Premises – Operations
 2. Products and Completed Operations
 3. Broad Form Property Damage
 4. Contractual

5. Personal Injury

C. Automobile Liability with a minimum limit of \$1,000,000.00 per occurrence, \$3,000,000.00 aggregate Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include coverage for all the following:

1. Owned Automobiles
2. Hired Automobiles
3. Non-Owned Automobiles

D. The certificate shall list the Certificate Holder and Address as follows: Franklin County, 400 E Locust Street, Room 206, Union, Mo 63084. The services provided to Franklin County shall be listed under "Description of Operations."

E. Such insurance shall include under the General Liability and Automobile Liability policies Franklin County, its employees, elected officials, representatives, and members of its board and/or commissioners as "Additional Insured's".

2. The Agreement of Insurance shall provide for notice to the County of amendment or cancellation of insurance policies 30 days before such amendment or cancellation is to take effect.

SCOPE OF SERVICES

The Firm shall provide janitorial services for the County. The County's desire is for the services to begin April, 2019. The successful Firm will be expected to provide all of the needed consultation, service, maintenance and training to implement the Services presented in this RFP. The County anticipates the hours of Service to be 6:00 AM until 2:30 PM.

1. Areas:

A. Public Area shall be defined as any area of any of the County buildings that is accessible to the general public which may also include other areas such as exterior glass doors.

B. Office area shall be defined as offices located in each of the buildings listed.

C. Secured areas will require instructions detailed in this RFP. The secure areas are the holding cells in the Judicial Center.

2. General Tasks for all locations: The Firm shall provide janitorial service for the Government Center, Judicial Center, Health Department, South Annex, and Historical Courthouse.

The Firm must perform all janitorial services as required in a consistent manner satisfactory to and acceptable by the County and Facilities Director.

The Firm shall provide services for the areas of the building specified by the County. However, the County reserves the right to add or delete areas, locations or the scope of services. Any changed, added, deleted areas or services shall be made by a written amendment to the contract issued by the County and signed by both Parties.

3. Equipment, Product, Supply, and Material Requirements: The County will provide all equipment, supplies, and paper products for the janitorial Firm.
 - A. The Firm and employees are to maintain all County equipment, including but not limited to, washing/drying cleaning rags, mops, dry mops, and emptying vacuums.
 - B. The Firm or the Firm's personnel shall plug equipment directly into County wall outlets.
 - C. The Firm must continue normal cleaning operations and required services, even in the event of equipment failure.
 - D. The Firm shall use only the chemicals provided by the County.
 - E. The Firm must use floor safety signs and barriers to alert building tenants about any slip/fall hazards. The floor safety signs must be removed when the potential hazard for a slip/fall has been resolved.
 - F. The Firm shall be assigned an area in the building, hereinafter referred to as the "janitorial closet," for storage of all janitorial equipment, materials, and supplies necessary for the building.
 - G. The County shall furnish the following supplies for the Firm which will be stored in the Janitorial Closet:
 1. Trash bags
 2. Toilet tissue
 3. Paper towels
 4. Multifold towels
 5. Bulk hand soap
 6. Cloth towels
 7. Vacuum bags and filters
 8. Cleaning chemicals to be supplied (glass cleaners, disinfectants, and floor care chemicals, etc.)

4. Specific Service Requirements: The Firm shall perform the following tasks in order to keep all surfaces clean and free of dust, cobwebs, spots, spills, scuffs, other debris, etc.

The Firm must coordinate with the County to minimize conflicts for space occupancy. In the event that the Firm and/or Firm's personnel's performance of janitorial services disrupts normal County functions, the Firm may provide some janitorial services during other timeframes with the approval of the County.

5. Location Requirements:

- A. Administrative Office Areas: The Firm shall perform the daily tasks five (5) days a week, excluding County observed holidays. If at any time on a particular day the Firm is unable to adequately clean due to the fact an office is occupied, the Firm shall return to that office during a different time period to perform the necessary cleaning.

- B. Restrooms: The Firm shall perform the daily tasks five (5) days a week, excluding County observed holidays. If at any time on a particular day the Firm is unable to adequately clean due to the fact an office is occupied, the Firm shall return to that office during that time period to perform the necessary cleaning.

6. Personnel Requirements:

- A. No later than 10 days after the award of the contract, the Firm shall provide the County with the name, address, and telephone number for the contact person.

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

- C. The Firm's personnel shall not loiter in the building nor smoke anywhere in the building.

- D. The Firm shall not use or allow their personnel to use any County telephones and/or equipment in the building.

- E. The Firm shall supervise all the Firm's personnel and the services provided by such personnel as required to perform the requirements of the contract.

- F. If requested, the Firm's contact person shall accompany County personnel on a walk-through of the building(s) at any time during the term of contract at the request of the County to address substandard, deficient, or incomplete services being provided by the Firm.

G. The Firm, or the Firm's contact designee, must be available during normal business hours (8AM – 4:30PM) for telephone conversations and/or meetings with County personnel regarding janitorial services. Such Firm contact person must have the express authority to speak and make decisions on behalf of the Firm.

H. The Firm must ensure that each of the Firm's assigned personnel are reasonably dressed and groomed while on site, are wearing an article of clothing identifying the Firm, and have a visible picture identification tag at all times.

I. The firm shall perform the requirements specified within:

1. Upon completion of the janitorial services in each building, the Firm's supervisor shall inspect and approve the satisfactory completion of all required tasks, and ensure that the lights are turned off and the doors locked. Following the supervisor's approval, the Firm's janitorial personnel shall proceed to the next area of the building.
2. Secure all doors as requested by the County.

7. Security Requirements:

A. On a monthly basis, the Firm shall provide the County with a list of all personnel that will be providing services in the buildings along with their birth date and start date. The Firm must immediately notify the county of any individual that, for whatever reason, will no longer be providing services in the buildings or needs to be added as providing services.

B. The County reserves the right to approve or disapprove appointment of any of the Firm's personnel to provide services required by the contract. The County also reserves the right to request replacement of any personnel. Unless the situation regarding the Firm's personnel requires immediate replacement, the Firm shall be allowed a least 14 days after notification to replace unsatisfactory personnel.

C. The County shall have the right to deny access to the buildings to any of the Firm's personnel for any reason.

D. The Firm shall prevent all unauthorized persons from entering the building and shall keep the building locked while the Firm and the Firm's personnel are on the premises.

E. The Firm shall be issued keys or proximity cards to all areas in which janitorial services shall be provided. The Firm must take care of and not lose any such keys. In addition, the Firm shall not duplicate any of the keys issued to the Firm. If evidence

of duplication is ascertained beyond reasonable doubt, the County of Franklin shall have the right to immediately replace the lock and all keys and to charge to the Firm for such replacement.

1. In the event the Firm or a person assigned by the Firm to perform the services loses a key(s), the Firm must notify the County immediately after the loss is discovered. The Firm shall pay the County for the actual costs incurred for the replacement of all locks and keys.
2. At the expiration/termination/cancellation of the contract, the Firm must surrender all the keys and proximity cards issued to the Firm by the County. Any payments due the Firm shall be withheld until the Firm has surrendered all keys issued. In the event that all keys are not returned, the Firm shall pay the County for the actual costs incurred for the replacement of all locks and keys, including keys held by the building tenants.

F. The Firm and each of the Firm's personnel assigned to the contract must have a security clearance approved by the County in order to provide service under the contract. The Firm must obtain each of the required security clearances from the Franklin County Sheriff Office.

G. Prior to the effective date of the contract and assignment of any new person to provide services under the contract, the Firm shall provide the County with the following:

1. A copy of the security clearance information obtained from the County of Franklin for each person assigned to the building.
 2. A completed Request for Criminal Record Check Form individually signed by the Firm and each person assigned to the building(s).
8. Reporting Requirements: The Firm shall maintain a daily log of all services performed on that day. The daily log shall also reference any abnormal or unusual condition affecting the physical and material aspects of the building or its contents, such as unlocked doors, breakage, damage, as well as any mitigating circumstances which prevented the Firm's premises of each building at a mutually agreed to location accessible to both the Firm and the County. The daily log shall become the property of the County. A County representative must verify and approve work shown on the daily log prior to processing payment for that day's services.
9. Contractual Compliance and Liquidated Damages: Because the Firm was familiar with the building and the conditions that existed prior to award of the contract, the Firm shall

not be relieved of responsibility for performance under the contract for any reason whatsoever.

A. Contract monitoring – The County shall monitor the contract throughout the effective period of the contract to ensure compliance. If there are reported concerns related to the performance of services by the Firm or the Firm’s personnel, if the Firm’s performance does not meet the requirements stated herein, or if the Firm’s services are not to the satisfaction of the County or are substandard, deficient or incomplete, the Firm shall be considered in breach of contract and subject to the remedies available to the County, including charging the Firm any of the liquidated damages described in that the County shall be the final judge as to what constitutes a substandard, deficient, or incomplete service or other performance concern.

B. Liquidate Damages – The Firm shall agree and understand that the provisions of the services in accordance with the requirements stated are considered critical to the efficient operation of the County. The Firm shall agree and understand that the amount identified below as liquidated damages are reasonable and fair.

1. For each task required that is not performed by the Firm or that is performed in a substandard, deficient, or incomplete manner, as documented in the daily log and by observation of the County, the Firm shall pay liquidated damages in the amount specified below for each day that the task is not completed until it is performed and approved:
 - a. Daily Requirement - \$5.00 per task
 - b. Bi-Weekly Requirement - \$7.50 per task
 - c. Weekly Requirement - \$10.00 per task
 - d. Bi-Monthly Requirement - \$15.00 per task
 - e. Monthly Requirement - \$20.00 per task
2. In the event of any breakage, damage, theft, or loss of the equipment, supplies, materials, or other items in the building(s) through negligence or other inappropriate actions of the Firm or the Firm’s personnel while working on the building’s premises, the Firm shall pay damages to the County in the actual amount of such loss.
3. The Firm shall also agree and understand that such liquidated damages shall either be deducted from the Firm’s invoices pursuant to the contract or paid by the Firm as a direct payment to the County at the sole discretion of the County.

4. The Firm shall understand that the liquidated damages described herein shall not be construed as a penalty.
5. The Firm shall agree and understand that all assessments of liquidated damages shall be within the discretion of the County and shall be in addition to, not in lieu of, the rights of the County to pursue other appropriate remedies.

10. Transition of Services: In the event of an early contract termination or at the end of the existing contract as a new Firm is awarded, the incumbent Firm shall facilitate the transition of services to the new Firm. Facilitation will include but is not limited to providing documentation of county systems, sharing the knowledge base of county systems, to ensure county personnel and services are not impacted by transition of services.

11. Silence of Specifications: Commercially accepted practices shall apply to any detail not covered in the specification and to any omission of the specification. Any omission of the specification that affects the performance or integrity of the service being offered shall be addressed in writing and submitted with your response.

12. Locations:

Government Center

400 E Locust Street, Union, MO 63084

Cleaning Hours: 6:00AM – 2:30PM

Cleaning Days: Monday thru Friday, except holidays

Building Contains Three Floors

Eight bathrooms, six public

11 kitchenettes

Judicial Center

401 E Main Street, Union, MO 63084

Cleaning Hours: 6:00AM – 2:30PM

Cleaning Days: Monday thru Friday, except holidays

Building Contains Three Floors

Fourteen bathrooms, eight public

4 kitchenettes

Health Department

414 E Main Street, Union, MO 63084

Cleaning Hours: 6:00AM – 2:30PM

Cleaning Days: Monday thru Friday, except holidays

Building Contains One Floor

Three bathrooms, one public

One Kitchenette

South Annex

120 S Church Street, Union, MO 63084

Cleaning Hours: 6:00AM – 2:30PM

Cleaning Days: Monday thru Friday, except holidays

Building Contains Two Floors

Six bathrooms, two public

Two kitchenettes

Historic Courthouse

120 S Church Street, Union, MO 63084

Cleaning Hours: 6:00AM – 2:30PM

Cleaning Days: Monday thru Friday, except holidays

Building Contains Three Floors

Eight bathrooms, four public

Three kitchenettes

13. Requirements:

A. Restroom Requirements: The Firm shall clean and disinfect all restrooms located in the buildings. For purposes of restroom requirements, “clean” shall be defined as disinfecting, polishing, and removing all water spots. Disinfectants will be provided by County.

1. Daily Requirements:

- a. Clean all surface of all restrooms.
- b. Clean toilet bowls and seats, urinals, hand basins, counter tops, and the wall around these fixtures.
- c. Clean all mirrors, bright work, chrome pipes and fittings.
- d. Clean stall partitions, doors, door frames, and push plates (all sides).
- e. Dust or wipe all horizontal surfaces
- f. Empty and clean (inside and outside) all trash containers and disposals; change liners.
- g. Restock dispensers to normal limits (soap, toilet tissue, paper towels).
- h. Report any/all damage.
- i. Sweep and mop all restroom floors and baseboards using a disinfectant, with extra attention being given under stools and urinals.

2. Monthly Requirements

- a. Clean air diffusers in all restrooms.
- b. Pour five (5) gallons of water down each floor drain.
- c. Spot clean exposed pipes.
- d. Machine scrub all restroom floors, additionally – as needed.

B. Office Space/Public Areas: The Firm shall perform the following tasks at each visit, at each location and during regularly scheduled hours as indicated in this document.

1. Daily:

- a. Clean all kitchens, and breakrooms. Wash and disinfect all hard surfaces. Clean and polish sinks and hardware located in kitchens and breakrooms.
- b. Using damp treated cloth, wipe all flat surfaces including, but not limited to, file cabinets, conference tables and stands,
- c. bookshelves, coat racks, windowsills, etc. (Do not move papers, equipment such as computer, or personal items.)
- d. Thoroughly vacuum all entrance and exit rugs/mats and sweeping outside sidewalk of building entrances (to keep salt, leaves and/or debris from sidewalks out) of building as necessary.
- e. Sweep/vacuum tile/linoleum before mopping floors.
- f. Sweep/damp mop/clean stairs and landings.

- g. Wet mop all hard surface floors.
- h. Clean both sides of entrance door glass, clean door glass frames, accompanying glass panels including transoms (inside and outside), and glass transaction windows (located in public areas), removing all fingerprints and dirt. Inspect and spot clean all other interior glass, as needed.
- i. Damp wipe walls to remove finger prints, as needed.
- j. Brush and spot clean fabric furniture as needed.
- k. Wipe down hand rails and light switches with disinfectant cleaner.
- l. Remove all scuffs and black marks.
- m. Clean and disinfect drinking fountains.
- n. Empty trash containers located throughout the building into the outside receptacles. Wipe, wash and disinfect containers and needed. Return all containers to assigned locations.

- o. Clean all elevator ceilings, walls, tracks, and both sides of elevator doors, additional frequency as needed.
- p. Clean all janitorial areas after completion of daily tasks and before exiting the building, wash/dry cloth rags/towels, mops/dry mops
- q. Any and all other miscellaneous janitorial cleaning duties which may arise from time to time as a result of accidental spilling of any office materials or supplies.

2. Twice Weekly, additionally as needed

- a. Thoroughly vacuum all carpet from wall to wall.

3. Weekly Tasks: The Firm shall perform the following tasks at least once (1) time per week, on a designated day (selected by approved Firm), unless other day(s) or times are approved by the County.

- a. Clean, dust vertical surfaces of desk, credenzas, file cabinets and furniture.
- b. Spot clean all wall, partition surfaces, doors and frames.
- c. Remove cobwebs from all ceilings, doors, and corners within the building, as needed.
- d. Clean the front and sides of all vending machines.
- e. Clean the front and sides of all appliances.

4. Monthly Tasks: The Firm must perform following tasks one (1) time per month, within the first ten (10) consecutive work days of each month, unless a different time is established and approved by the County by the fifteenth (15) day of the previous month. Prior to performing the tasks listed, the Firm must notify the County the beginning and completion date.

- 3. Clean/dust all venetian blinds.
- 4. Thoroughly wash and sanitize wastebaskets.
- 5. Vacuum cloth partitions. Clean bases and dust tops.
- 6. Clean, vacuum, and wash/wipe standards, sconces, and lenses of light fixtures as needed to remove dirt, insects, etc., in and on the fixtures.
- 7. Vacuum upholstered furniture and spot clean as needed.
- 8. Clean/defrost refrigerators upon request.
- 9. Clean/vacuum all vents.
- 10. Machine scrub all ceramic floors.
- 11. Clean/dust all baseboards.

12. Monthly inspections and copy of inspection report given to County by the Firm.

5. **Bi-Monthly Task:** Clean one officer bathroom and all jail holding cells located in the Judicial Center.

6. **Biohazard Clean Up:** Firm shall be available during scheduled time to perform biohazard clean-up of holding jail cells located in the Judicial Center, during regularly scheduled time.

14. **Supplemental Service Requirements:** The Firm shall perform any of the following supplemental services at the request of the County. Any such supplemental services requested shall be in addition to the services specified herein. The decision as to what constitutes a supplemental service and when a supplemental service is required shall rest solely with the County.

A. **Additional cleaning hard flooring:** The Firm shall perform any of the following additional cleaning services for the hard flooring as the necessity arises as determined and instructed by the County.

1. High Speed Buffing of vinyl composition tile (VCT) flooring
2. Light scrubbing and recoating of vinyl composition tile (VCT) flooring.
3. Stripping and waxing of vinyl composition tile (VCT) flooring, clean all baseboards after waxing floors.

B. **Additional carpet cleaning:** The Firm shall perform additional deep cleaning carpet/water extraction services for the carpet as the necessity arises as determined and instructed by the County.

C. **Deep cleaning of upholstered furniture:** The firm shall perform deep cleaning services for any of the listed upholstered furniture as the necessity arises as determined and instructed by the County.

1. Board room chairs
2. Court room chairs

All duties and frequencies as described above are at the discretion of the Facilities Director.

OFFER AND SCHEDULE OF FEES

The undersigned has thoroughly examined the entire RFP, including all addenda thereto, hereby offers to furnish all services in accordance with the requirements of the Request for Proposal, as described in the proposal attached hereto and incorporated herein.

The offeror is to make a written proposal which presents an understanding of the work to be performed. The proposal should demonstrate and provide evidence that the Firm has the capacities, professional expertise and experience to provide the necessary services as described in this RFP. The Firm shall ensure that all information required is submitted with the proposal. All information provided should be verifiable by documentation requested by the County. Failure to provide all information, in accuracy or misstatement may be sufficient cause for rejection.

The proposal should include an additional man-hour rate for Supplemental Service Requirements and other cleaning tasks not covered by the specifications and requested by the County on an as needed basis.

EVALUATION CRITERIA

The criteria used to select a Firm include the following factors:

- A. Quality and responsiveness of the proposal. (10 points)
- B. Ability, capacity, and experience of the Firm to perform the services; qualifications of staff proposed for the project. (25 points)
- C. Firm's plan/processes, services to be provided, method of approach, and schedule. (25 points)
- D. Price to provide the services requested. (30 points)
- E. Responses to the Firm's references. (10 points)

Each of the criteria above will be rated and weighted according to the information submitted.

SELECTION PROCESS

The County will review and evaluate the proposals based on the evaluation criteria. Firms may be selected for interviews or questions for clarification. However, the County may choose to proceed without interviewing any Firms.

The County reserves the right, in its sole discretion, to reject any or all proposals, or portions thereof, to waive technicalities or deficiencies in any or all the proposals. The County reserves the right to cancel this RFP in part or in its entirety.

MISCELLANEOUS

1. Schedule: The following is a schedule of County observed holidays. The County may, at its discretion, revise the schedule of holidays at any time as may be in the bests interest of the County.

New Year's Day – January 1

Martin Luther King's Birthday – third month in January

President's Day – third Monday in February

The Friday before Easter

Harry S. Truman's Birthday – May 8

Memorial Day – last Monday in May

Independence Day – July 4

Labor Day – first Monday in September

Columbus Day – second Monday in October

Veteran's Day – November 11

Thanksgiving Day – fourth Thursday in November

Day after Thanksgiving

Christmas Eve – December 24 (In the event Christmas Eve falls on a weekend, no additional day off shall be granted.)

Christmas Day – December 25

A recognized holiday (excluding Christmas Eve) that falls on a Saturday will normally be observed on the preceding Friday. A recognized holiday (excluding Christmas Eve) that falls on a Sunday will normally be observed on the following Monday.

CONTRACTUAL TERMS AND CONDITIONS ACKNOWLEDGEMENT

The undersigned Vendor/Contractor has read, understood, and accepted the Terms and Conditions as published in the Vendor Information Packet on the Franklin County Official Website located at:

<http://www.franklinmo.org/bidopps>

All terms and conditions as stated shall be adhered to by Vendor/Contractor upon acceptance of contract. Vendor/Contractor enters into this agreement voluntarily, with full knowledge of its effect.

Vendor/Contractor Signature

Date

Vendor/Contractor Name and Title

VENDOR INFORMATION

Company Name _____

Mailing Address _____

Phone number _____

Contact Name _____

Contact Name Title _____

Email Address _____

May we send Bid Packet and Bid Information via email? _____

ATTACHMENT 1

SEALED RFP LABEL

PLEASE ATTACH LABEL TO OUTSIDE OF RFP PACKAGE

SEALED RFP RESPONSE ENCLOSED

DELIVER TO:

Purchasing Department
400 East Locust St, Rm 004
Union, MO 63084

RFP # 201923 DATE: 04/05/2019

DESCRIPTION: Janitorial Services

Vendor Name: _____

Vendor Address: _____

A		B		C		D		E		F		G		H		I		
Exhibit A - Schedule of Fees																		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
Location	Days Per Week	# of Man Hours Per Day	Total Daily Rate for All Daily Tasks Per Building	Total Rate for Bi-Weekly Tasks Per Building	Total Rate for Weekly Tasks Per Building	Total Rate for Bi-Monthly Tasks Per Building	Total Rate for Monthly Tasks per Building	Total Annual Cost (all tasks per building)										
Government Center 400 E Locust Street Union, MO 63084	5	5	\$	\$	\$	\$	\$	\$										
Judicial Center 401 E Main Street Union, MO 63084	5	5	\$	\$	\$	\$	\$	\$										
Health Department 414 E Main Street Union, MO 63084	5	5	\$	\$	\$	\$	\$	\$										
South Annex 120 S Church Street Union, MO 63084	5	5	\$	\$	\$	\$	\$	\$										
Historic Courthouse 120 S Church Street Union, MO 63084	5	5	\$	\$	\$	\$	\$	\$										
			\$	\$	\$	\$	\$	\$										
Additional cleaning not specified in the cleaning schedules. These are on an "as needed" basis at the discretion of the County.																		
Supplemental Services																		
Task	Description	Price per square foot																
A	Hard floor cleaning	\$																
B	Carpet Cleaning	\$																
C	Deep cleaning of upholstered furniture	\$																
15																		
16																		
17	Legal Company Name:																	
18	Signature:																	
19	Printed Name:																	
20	Title:																	
21	Date:																	
22																		
23																		
24																		
25																		

AGREEMENT

This **AGREEMENT** (the "Agreement") is made this ____ day of _____, 2019 by and between the County of Franklin, Missouri (the "County"), and _____ ("Contractor").

WHEREAS, the County submitted a Request for Proposals requesting qualified companies to submit proposals to provide janitorial services for several County buildings; and

WHEREAS, the Contractor is to provide the janitorial services, including labor, to the County Government Center, County Judicial Center, County Health Department, South Annex, and Historic Courthouse; and

WHEREAS, Contractor submitted a proposal ("Contractor's Proposal"), and in so doing, made certain representations as to its ability and fitness to provide the County with the services as requested in the Request for Proposals.

WHEREAS, in reliance on Contractor's representations and Contractor's Proposal, the County has accepted the Contractor's Proposal.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the County and Contractor do hereby covenant and agree as follows:

1. **Scope of Work.** The Contractor shall perform the work as identified in the RFP NO: _____, (the "Work"). The Contractor shall be responsible for providing and furnishing, at its sole cost and expense, all labor and transportation services necessary for the completion of the Work. The Work shall be completed in a workmanlike manner and in accordance with the Contract Documents.

2. **Contract Price.** The County shall pay to the Contractor for the performance of this Agreement the sum of _____ Dollars (\$_____) (the "Contract Price") which shall be broken down in twelve (12) monthly payments of _____ Dollars (\$_____).

3. **Payment.** The County shall pay the Contractor on or before the ____ day of the month following the month in which the Work was performed. The County's obligation to pay the monthly installment of the Contract Price due hereunder shall only arise following the satisfactory inspection and approval by the County of the Work performed.

4. **Term.** The Work to be performed under this Agreement shall be commenced on the date of execution of this Agreement and shall continue thereafter for a term of one (1) year. The County shall have the option to renew this Agreement, as same

may be amended, from time to time, for three (3) additional terms of one (1) year commencing up on the expiration of the preceding term, upon the same terms, covenants and conditions as are set forth for in the original term.

2.3 In order to exercise any renewal option, the County shall notify the Contractor by registered mail, return receipt requested, sixty (60) days prior to the expiration of the original term.

2.4 If the County exercises any renewal option as provided for herein, the renewal term shall commence immediately upon expiration of the original term or renewal term as the case may be. In the event the County does not exercise the renewal option, as provided herein, the term shall expire as provided in this Agreement.

5. **Contract Documents.** This Agreement consists of the following component parts, all of which are as fully a part of this Agreement as if herein set out verbatim or, if not attached, as if hereto attached (“Contract Documents”).

- 5.1. Request for Proposal.
- 5.2. The Contractor's Proposal.
- 5.3. This Agreement.

In the event that any provision in any of the above Contract Documents conflict with any provision in any other of the Contract Documents, the provision in the Contract Document first enumerated above shall govern over any other Contract Documents which follows it numerically, except as may be otherwise specifically stated.

6. **Indemnification.** The Contractor shall hold the County harmless from any and all damages and claims that may arise by reason of any negligence on the part of the Contractor, his agents or employees, in the performance of this Agreement; and in case any action is brought therefor against the County or any of its agents or employees, the Contractor shall assume full responsibility for the defense thereof, and upon his failure to do so on proper notice, the County reserves the right to defend such action and to charge all costs thereof to the Contractor. The Contractor will take all precautions necessary to protect the public against injury, and when necessary keep danger signals out at night and at such other times and places as public safety may require.

7. **Fair Employment Practices.** The Contractor agrees that during the life of the Agreement it will not discriminate within the State of Missouri against any employee or applicant for employment because of race, color, creed, national origin or ancestry and will include a similar provision in all subcontracts entered into for the performance of his contract. The Agreement may be canceled or terminated by the County, and all money due or to become due under the contract may be forfeited, for a second or subsequent violation of the terms or conditions of this paragraph.

8. **Permits and Licenses.** The Contractor shall give to the proper authorities all notices, as required by law, relative to the work in his charge; obtain all official building permits, licenses for water, temporary enclosures, obstructions or excavations in

public streets, etc., and also pay such proper and legal fees to public officers and others as may be necessary to the due and faithful performance of the work and which may arise incidental to the fulfilling of these specifications. All materials used, and work performed, must conform to the laws of the State of Missouri.

9. **Work Changes.** The County, upon proper action by its governing body, may authorize changes in, additions to, or deductions from the work to be performed or the materials to be furnished pursuant to the provisions of the Agreement or any Contract Documents. Changes may be made only by written notice served by the County.

10. **Miscellaneous.**

10.1 **Choice of Law; Venue.** This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Missouri. Any litigation concerning this Agreement shall be conducted in the courts located in Franklin County, Missouri, and the parties hereto agree to the venue and personal jurisdiction of these courts.

10.2 **Assignability.** This Agreement shall not be assigned or transferred by either party without the written consent of the other party being first had and obtained.

10.3 **Notice.** Any notice or demand made pursuant to this Agreement shall be given by certified mail, return receipt requested, and addressed as shown below:

County of Franklin, Missouri
400 E. Locust Street
Union, Missouri 63084

Attention: Ann Struttmann

Contractor:

Attention: _____

Any such notice or demand shall be deemed to have been given or made at the time it is received in the United States Mail by the addressee. County or Contractor may by written notice to the other party designate any other address for this purpose.

10.4 **Waiver.** The failure of the parties in any instance to insist upon a strict performance of the terms of this Agreement or to exercise any option herein, shall not be construed as a waiver or a relinquishment for the future of such term or option, but that the same shall continue in full force and effect.

10.5 **Severability.** All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid or

unreasonable by any competent court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

- 10.6 Ambiguities. The parties have each had the opportunity to review and negotiate the terms of this Agreement, and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.
- 10.7 Headings. The section headings contained herein are intended for convenience and reference only, and are not a part of this Agreement.
- 10.8 Authority to Enter into this Contract. The persons signing the Agreement on behalf of the parties are authorized to execute and accept contracts of this nature.
- 10.9 Entire Agreement. This Agreement shall constitute the entire Agreement between the contracting parties, and no variance or modification thereof shall be valid and enforceable, except by supplemental agreement in writing, executed and approved in the same manner as this Agreement.
- 10.10 Employment of Unauthorized Aliens Prohibited.
- (a) Contractor agrees to comply with Missouri Revised Statute Section 285.530.1 in that it shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.
- (b) As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- (c) Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri and shall not henceforth do so. Alternatively, Contractor shall require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

11.0 Remedies.

- (a) If the Contractor shall default in the performance of any covenant or agreement of the Contractor hereunder and such default shall continue for a period exceeding ten (10) days after written notice from the County, or, if the default is of such a nature that the same cannot be cured with due diligence within such ten (10) day period, and the Contractor shall fail to commence in good faith to cure the same within such ten (10) day period or shall thereafter fail to complete the curing thereof as promptly as possible with the exercise of due diligence, the County may terminate this Agreement by serving on the Contractor a written notice specifying the nature of such default and of the date for the termination of the Agreement, and this Agreement and all rights of the Contractor under this

Agreement shall thereupon terminate and expire on the date of such notice as if such date were the date originally set forth herein for the expiration of the term of this Agreement. In case of any such default, the Contractor shall be responsible for any expenses the County may incur for attorney fees.

- (b) The remedies provided in this Lease are not exclusive but are cumulative and in addition to any remedies otherwise available under the applicable law.

IN WITNESS WHEREOF, the Parties hereto have duly executed this instrument the day and year first above written.

“COUNTY OF FRANKLIN, MISSOURI” “CONTRACTOR”

By: _____ By: _____

Name: _____ Name: _____