

INFORMATION FOR BIDDERS
AND
SPECIFICATIONS
FOR
FACILITY CUSTODIAL SERVICES
ST. LOUIS GATEWAY TRANSPORTATION CENTER

CITY OF ST. LOUIS
COMPTROLLER'S OFFICE

TABLE OF CONTENTS

Information for Bidders.....	Pages A-1 through A-10
General Specifications, MBE/WBE & Living Wage Information.....	Pages B-1 through B-8
Living Wage Acceptance Form and Adjustment Bulletin.....	Pages B-9 & B-10
MBE/WBE Forms.....	Pages 1 & 2
Bid Proposal Detail Forms	Pages 3-5
Bidder's Checklist.....	Page 6

**INFORMATION FOR BIDDERS
FOR
FACILITY CUSTODIAL SERVICES
ST. LOUIS GATEWAY TRANSPORTATION CENTER**

I. SOLICITATION:

The City of St. Louis ("City") invites Bids from qualified bidders to provide Facility Custodial (Janitorial) Services at The St. Louis Gateway Transportation Center, 430 S. 15th Street, St. Louis, Missouri 63103. This facility serves the traveling public. The primary users of the facility are Amtrak and Greyhound. Following the Information for Bidders are the Bid Documents and additional forms and attachments all bidders are required to complete and submit as a part of their bid.

The City's objective in this Solicitation is to secure a Facility Custodial Service Contractor who will provide first class, high quality, cost effective service, and is also responsive to the City's goals for minority and women owned business enterprise participation.

It is the policy of the City of St. Louis to provide disadvantaged, minority, and women owned businesses the maximum opportunity to participate in contracting opportunities. To that end and in accordance with the Mayor's Executive Order on Minority and Women-Owned Business participation on City Contracts as amended in regard to Service Contracts, a goal of 25 % Minority-Owned Business Enterprise and 5 % Women-Owned Business Enterprise participation has been established in connection with this Solicitation.

This solicitation is not to be construed or interpreted as a contract or a commitment of any kind by the City; nor does it commit the City to pay for any costs incurred by a bidder in the submission of a bid, evaluating the possibility of submitting a bid, or for any cost incurred prior to the City's issuance and full execution of a City Service Contract to the successful bidder.

II. DEFINITIONS:

The following words and phrases shall have the following meanings when used throughout this solicitation:

- A. "City" means the City of St. Louis, a municipal corporation of the State of Missouri.
- B. "City Representative" means the Comptroller of the City of St. Louis or his/her authorized or designated representative.
- C. "Contractor" means the successful bidder selected in accordance with this solicitation. Successful Bidder and Contractor are interchangeable in the Information for Bidders herein, the General Specifications, the Bid Documents, and in the subsequent service contract.
- H. "Scheduled Service" means the City Representative has notified the Contractor to perform

services prior to the end of the previous normal work day.

- I. "Unscheduled Service" means the City Representative has not notified the Contractor to perform services prior to the end of the previous normal work day.
- J. "Job Site" / "On the Job" means the actual City of St. Louis owned or operated facility or property where services are to be performed.
- K. "Foreman" / "Foremen" means an employee of the Contractor who supervises the work of others. As such, the Contractor agrees that the City will not be charged the foreman rate until at least two workers are on the job (two total which could include a foreman) and one has been so designated by the Contractor and accepted (in advance) by the City. For the foreman rate to apply to more than one worker, the total work crew must consist of not less than seven (7) total workers (including foremen) and accepted (in advance) by the City. In addition to supervision, a foreman may also perform productive work.
- L. "Lessee" means Greyhound Bus Lines, National Railroad Passenger Corporation DBA Amtrak and Arch City Deli. These organizations are tenants/lessees of the facility.

III. SCOPE OF WORK:

The Contractor shall supply all labor, materials, equipment, and supervision to provide the custodial / janitorial services as set forth hereinafter. The labor man-hours required to provide said service shall be at the discretion of the Contractor, but shall be sufficient to comply with all contract requirements and to staff the facility with **at least two custodians on site 24 hours a day, seven days (7) per week, fifty-two (52) weeks per year.**

The areas to be serviced include all public areas including waiting areas, restrooms, concourses, and food court. The drawings attached as Exhibit "A" depict the facility to be cleaned per these specifications. **Excluded** are the lessees' ticket offices, back office areas, lessees' areas (including lessees' break rooms and lessees' restrooms) and baggage rooms (for which the lessee(s) are responsible.) with the following frequencies and cleaning services:

A. DAILY:

- 1. Public Waiting Areas, Food Court, and Concourses:
 - a. Empty wastebaskets, spot clean receptacles inside and out. Replace liners.
 - b. Light dust all horizontal surfaces to a height of 80" including sills, ledges, moldings, shelves, picture frames, ducts, radiators, benches, etc.
 - c. Damp wipe all telephones.
 - d. Clean and sanitize drinking fountains. Remove water stains.
 - e. Spot clean reception lobby glass including front door and any other partition or door glass.
 - f. Dust mops all hard surface floors.
 - g. Damp mop all hard surface floors in their entirety. Change the water between mopping of the restrooms and waiting areas / concourse / food court.
 - h. Spot clean benches. Inspect for and remove items such as gum (including under

the bench seats)

- i. Report daily any maintenance items to the City Representative (i.e. burned out light bulbs, squeaky doors, etc.) Urgent items shall be reported to the City Representative as soon as possible (i.e. inoperative elevator / escalator, plumbing and or roof leaks, etc.)
2. Restrooms:
 - a. Clean, sanitize and polish all vitreous fixtures including toilet bowls, urinals, hand basins, faucets and handles Remove all hard water deposits.
 - b. Clean all glass and mirrors.
 - c. Empty all containers and disposals. Insert new trash liners. Spot clean and sanitize containers.
 - d. Empty and sanitize interior of sanitary containers.
 - e. Spot clean all walls, doors, partitions and ceilings.
 - f. Refill all dispensers to normal limits (napkins, soap, tissue, towels, seat liners).
 - g. Dust all horizontal surfaces to a height of 80 inches including sills, moldings, ledges, shelves, frames, ducts and heating outlets.
 - h. Sweep, damp mop and sanitize floors.
NOTE: The above services may be required more often than one time per day.
 3. Hard Surface Floors
 - a. Damp mop in their entirety.
 4. Elevators:
 - a. Clean all surfaces in the interior/ exterior of the car, including floor track, and polish bright metal surfaces.
 - b. Vacuum carpets and/or sweep, damp mop and spray buff resilient floors. Scrub rubberized floors.
 - c. Dust/damp wipe exterior elevator doors on each floor as necessary to maintain clean appearance (method to be approved by City Representative).
 - d. Contractor shall never prop open or impede the closing of elevator doors.
Contractor hereby understands and agrees that a billable elevator service call due to the Contractor's negligence shall result in a deduction from the next month's payment to Contractor in the exact amount of the City's cost of the elevator service call.
 5. Escalators:
 - a. Clean all accessible surfaces (coordinate with City Representative for scheduling, shut down, and re-start.)

B. WEEKLY:

1. Public Waiting Areas, Food Court, and Concourses:
 - a. Clean and sanitize telephones.
 - b. Dust all horizontal surfaces including shelves, moldings and ledges above 80".
 - c. Remove dust and cobwebs from ceiling areas and light fixtures.
 - d. Scrub and sanitize door handles.

- e. Weekly cleaning of the interior and exterior of all windows and glass doors up to the soffit which include inside windows up to approximately nine feet (9') above the floor for interior glass and up to approximately nine feet (9') above ground for exterior glass and spot cleaning as needed between weekly cleanings.
- f. Included in the cleaning of Public Waiting Areas, Food Court, and Concourses is the cleaning of City back offices (carpet flooring, one office is approximately 80 square feet; the second office is approximately 90 square feet), security, vacant, mechanical, and storage space as requested and scheduled with the City Representative. Further included is the exterior space around the facility (immediately outside the facility next to the building.) This exterior space includes the daily emptying (or more as needed) of the ashtrays and the monthly washing of the ashtrays and stands inside and out. All bids shall be based upon the entire facility being included with the only exception being the specified exclusions mentioned on the bottom of page A-2 (which are the lessees' responsibility.)

2. Restrooms:

- a. Dust all surfaces above 80 inches including horizontal surfaces, shelves, ledges and moldings.
- b. Wash ceramic walls in their entirety. Wash all trash receptacles.
- c. Remove dust and cobwebs from ceiling areas and light fixtures.

C. MONTHLY:

1. Public Waiting Areas, Food Court, and Concourses:

- a. Wash all trash receptacles inside and out.
- b. Wash the benches in the waiting room.

2. Hard Surface Floors:

- a. Scrub floor to remove scuffs, heel marks, refinish to maintain protective coating and gloss.

D. AS NEEDED: (Multiple times per day / per shift)

- 1. Snow and Ice removal on the train boarding /deboarding platform (extending some 200' feet from the building) **and the sidewalks immediately surrounding the building are the contractor's responsibility.** The platform shall be kept clear of ice and snow at all times the platform is needed for use by the traveling public and/or the tenant. The contractor shall commence snow and ice removal at least 30 (thirty) minutes prior to all train arrivals and/or departures. The contractor shall remove snow and ice from the surrounding sidewalks as often as necessary to maintain safe and reasonably clear walkways. Mechanical means shall be the primary means for snow and ice removal (which is understood and agreed to be shovels unless other methods are approved in advance by the City Representative.) Any and all chemical means of snow and ice removal and/or prevention other "FreezGard" and Urea, **require the prior written approval of the City.** Calcium Chloride (CaCl₂) and Sodium Chloride (NaCl / salt) (including any and all branded chemicals containing these compounds) are **strictly prohibited.** The Material Safety Data Sheet (MSDS) for each and every chemical to be used pursuant to this paragraph must be forwarded

- to and accepted by the City Representative prior to chemical application
2. Inspect and spot clean restrooms, public areas, elevators, escalators, and floors.
 3. Promptly respond to special requests / reported areas requiring immediate cleaning.
 4. Following each arrival / departure, spot clean areas formerly occupied by the public using the facility.
 5. Spot clean as necessary entryway inside and outside building including passenger boarding areas.

The Contractor shall have a custodian (or custodians as necessary) respond promptly to special cleaning work requests issued by the City Representative.

The Contract shall supply all cleaning supplies, equipment, and materials necessary to provide services pursuant to these requirements. This includes all materials, towels, soap, etc. All such cleaning supplies, materials, and products shall be **green-seal certified** that do not contain phosphates, ozone depleting compounds, or toxic chemicals. The contractor shall supply the City Representative with written documentation of this green-seal certification of cleaning supplies and materials prior to their utilization. For further information on green-seal certified, please refer to the web site <http://www.green-seal.org>.

Prior to commencing services on site, contractor shall provide the City Representative with Material Safety Data Sheets on all products to be used for cleaning services. All containers shall be properly labeled in conformance with all laws and regulations. No combustible or hazardous materials shall be stored on City Property (with the exception of cleaning chemical necessary to provide services required pursuant to the contract with the prior knowledge and consent of the City Representative.)

IV. ADDITIONAL MISCELLANEOUS REQUIREMENTS/INFORMATION:

- A. Mechanical equipment controls for heating, ventilation, and air conditioning systems will not be adjusted by the workers.
- B. Water faucets or valves shall be turned off after each use.
- C. Organize and train employees to participate in building emergency procedures.
- D. Report fires, hazardous conditions, and items in need of repair, e.g., inoperative lights, broken windows or doors, torn carpets, leaking sinks, urinals or commodes, dead trees or shrubs, etc., to the City Representative.
- E. Turn in lost and found articles as directed by City Representative.
- F. Assign sufficient staff to be responsive to complaints and special requests related to cleaning.
- G. Notify security, the City Representative, and/or the building operations manager on duty as directed by the City when an unauthorized or suspicious person is seen on premises.

- H. A room which is roughly triangular shaped and approximately 96 (ninety-six) square feet off the side hallway immediately across from the North restrooms will be available for the Contractor's use for storage. A slop / mop sink in this room will also be available for the Contractor's use. The City will work with the successful bidder to identify and make available additional storage space prior to the contract commencement (probably at least 200 [two hundred] additional square feet.)
- I. Copies of the current Amtrak and Greyhound St. Louis schedules are attached. Greyhound bus service is expected to increase approximately 20 – 25 % in June continuing through mid September. Further, similar service increase will occur around holiday travel seasons. Also, Greyhound routinely makes schedule changes as needed based upon demand. The Amtrak train schedule should remain relatively constant with seven (7) daily arrivals and departures at the times indicated. While this information is believed to be accurate, the bidders are solely responsible to confirm bus and train schedule service and any inquiry concerning schedules should be directed to Amtrak and Greyhound, not the City of St. Louis.

V. BIDDER'S QUALIFICATIONS:

- A. In addition to the professional licenses required to test, repair, and install the systems covered herein, the Bidder and all proposed subcontractors must possess a valid City of St. Louis Business License at the time of execution of the contract.
- B. The Bidder shall, as a part of the Bid, submit a minimum of three (3) business references including contact name, telephone number, and address. At least one of these references must be from a customer to whom the bidder has provided substantially the same services at substantially at least the same level and volume as described in this solicitation.

VI. BID SUBMISSION REQUIREMENTS:

Fully complete sealed bids must be submitted on the bid submission documents supplied as a part of this Solicitation to: Ms. Robin Jones, Office of the Comptroller, 430 S. 15th Street, St. Louis, Missouri 63103, no later than **11:00 a.m. on Monday, June 3, 2013 CDT**. The words "BID FOR FACILITY CUSTODIAL SERVICES – ST. LOUIS GATEWAY TRANSPORTATION CENTER" must be plainly written across the face of the envelope. Bids received after the due date and time, or not delivered to the designated point will not be considered.

The bid must be properly signed by the bidder's duly authorized representative possessing such authority to submit bids, tender proposals, make offers, and enter into contracts on behalf of the bidder. Where the bidder is a corporation, the corporate secretary shall duly attest to the bidder's signature and authority. Where the bidder is a partnership, bid must be signed by one of the authorized partners or by an attorney-in-fact. If signed by an attorney in fact, a power of attorney must be attached evidencing such authorization.

A. Disqualifications

More than one bid from a bidder under the same or different names will not be considered. Reasonable grounds for believing that a bidder has an interest in more than one bid will cause the rejection of all bids in which the bidder has an interest. One or all bids will be rejected if there is reason for believing collusion exists among bidders and no participant in such collusion will be considered in future bids for providing this service. Bids will not be accepted from any bidder that has failed to perform faithfully any previous contract with the City.

B. Right to Reject Bids

The City reserves the right to reject any bid which, in the City's opinion, the bidder does not have adequate qualifications, any conditioned bid, any bid with erasures, alterations, or alternatives, any bid not accompanied by all the items identified on the Bidder's Checklist, or any bid submitted without the required bid information. In addition, any bid not in compliance with the procedural requirements for submitting a bid as set forth in this solicitation and the preceding cover letter, shall be rejected. The City reserves the right to reject any or all bids and to advertise for new bids. The City, however, reserves the right to waive minor irregularities and formalities. The City also reserves the right to establish a cure period, in the event that all bidders have not submitted the required bid information, for the purpose of obtaining complete bid submittals.

C. Bidders Responsible for Bid and Investigations of Conditions

The bidder shall carefully examine the entire contents of this bid solicitation including any attachments, addenda, and shall judge for itself all circumstances and conditions affecting the bidder's bid. The bidder shall further evaluate to bidder's complete satisfaction as to the conditions and limitations under which the work is to be performed, including, without limitation, (1) location, conditions, layout, and nature of the work sites and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, and (4) availability and cost of materials, tools, and equipment. Bidder hereby warrants, covenants, and agrees that the submission of a bid shall be construed to mean that the bidder has made all necessary examinations and investigations, and will fulfill and comply with all requirements and provisions as set forth herein, and as set forth in the subsequent contract to be executed by the successful bidder and the City and is entirely and completely familiar with and understands all such requirements and provisions.

All information or data in this document and any subsequent addenda, while believed to be reliable, are to be used by the bidder at its sole risk, and the City does not accept any responsibility or liability in any fashion for its use in structuring a bid by any bidder in a response to this bid package.

All interested bidders are required to attend a pre-bid conference at 10:00 a.m. on Thursday, May 16, 2013 CDT, at 430 S. 15th Street, St. Louis, Missouri 63103.

D. Questions

Questions should be directed to Ms. Robin Jones at jonesr@stlouis-mo.gov in writing at once and not later than ten (10) calendar days prior to the bid due date herein specified. The City is not responsible for oral instructions.

VII. TERM:

The term of the agreement will be for an initial two years unless terminated sooner or extended later as provided in the Contract. The Contract will allow for the possibility of up to **three** one-year extensions for a total term of five years (each extension is subject to the mutual consent of both parties.)

VIII. WORKMANSHIP:

All work shall be performed by trained personnel and directly supervised by the Contractor/Owner. All work performed under the contract shall be in accordance with the best practices of the trade, and shall comply with all applicable building codes.

IX. SERVICE HOURS:

The Contractor shall provide regular service 24 hours a day, seven Days per week, 52 days per year. The Contractor shall coordinate all services and activities with the City Representative.

X. PAYMENT:

The Contractor shall submit an invoice following each calendar month in service was completed as requested and/or approved by the City. Invoices are due to the City by the 5th of each calendar month for the work performed the preceding calendar month. Processing of invoices received late could be delayed until the following monthly billing cycle. Any invoice not with the correct documentation may be delayed or returned for proper submission on the following billing cycle. Each invoice shall include itemized checklists and copies of timesheets evidencing compliance with the contract requirements including the date(s) work was performed. No charges of any kind shall apply other than those specified on attached bid sheets, in accordance with Contractor's bid. Invoices must not contain any terms, provisions, or conditions, which are in addition to or in conflict with the Contract Documents.

XI. PRECAUTIONARY MEASURES:

Contractor shall exercise every precaution to prevent injury to persons or damage to property and avoid inconvenience to employees, customers, and other users of the City facilities.

XII. RULES AND REGULATIONS:

Contractor shall comply with all appropriate federal, state and local governmental laws and regulations as well as rules and regulations of the City. Contractor shall supply the City Representative with a list of employees assigned to the City facilities to do the work to be performed. **All employees to perform work at City facilities shall not have a background containing any felony convictions. Prior to each and every employee commencing work on site, the contractor shall forward written confirmation that a thorough background check has been completed and each employee has been determined and confirmed to be free of felony convictions.**

XIII. ACCESS TO FACILITIES:

The City will provide access and the right of ingress and egress to all work areas herein specified.

XIV. PURCHASES EXEMPT FROM SALES TAX:

Purchases of tangible personal property and materials to be incorporated into or consumed relative to this Contract are not subject to Missouri sales tax and may be made on a sales tax-exempt basis. Said purchases may not be made until a Notice to Proceed is forthcoming from the President of his authorized representative and a Tax Exempt Certificate has been issued. The City will not be liable for any taxes collected from and/or paid by Contractor or any subcontractor on purchases regardless of whether or not a Tax Exempt Certificate has been issued to them.

At the time the City issues its Notice to Proceed and/or Service Contract to the Contractor / Successful Bidder, the Comptroller or his/her authorized representative will furnish the Contractor awarded this Contract an Exemption Certificate authorizing such purchases for the project be on a sales tax-exempt basis. The Contractor shall forward a copy of the Exemption Certificate to all subcontractors. Any Contractor or subcontractor purchasing materials shall present a copy of such Exemption Certificate to all material suppliers as authorization to purchase all tangible personal property and materials to be incorporated into or consumed relative to this Contract only and no other on a sales tax-exempt basis. The purchasing Contractor shall retain all invoices for property purchased under the Exemption Certificate for a period of five years from the completion of the work performed pursuant to the Contract.

The Exemption Certificate will remain in force until the expiration date indicated thereon. No purchasing Contractor or subcontractor shall make any sales tax-exempt purchases for this project after the expiration date or any extension thereof. The Contractor will request in writing to the Comptroller at least thirty (30) days prior to the expiration date in effect for the Exemption Certificate any extension to the expiration date that may be required to purchase additional materials necessary to complete the work being performed pursuant to the Contract.

Purchases made pursuant to this section shall be in accordance with all applicable laws and regulations including Section 144.062 of the Missouri Revised Statutes and Missouri Department of Revenue Administrative Regulation 12 CSR 10-3.388.

XV. LICENSE / TAXES:

Approval and execution of all contracts with the City and subsequent payments thereon are conditioned upon all business activities, including general contracting work, being properly licensed by the License Collector of the City, and that the payment of all City Taxes being current with the office of the Collector of Revenue of the City. Bidders may contact the following offices to pre-verify that the foregoing are indeed current:

License Collector: Room 104, City Hall, (314) 622-4528

Collector of Revenue: Room 410, City Hall, (314) 622-3283

**CITY OF ST. LOUIS
COMPTROLLER'S OFFICE**

GENERAL SPECIFICATIONS

FACILITY CUSTODIAL SERVICES

ST. LOUIS GATEWAY TRANSPORTATION CENTER

I. PROTECTION OF PUBLIC:

The Contractor shall, in furnishing services as specified, exercise every precaution to prevent injuries to persons or damage to property and avoid inconvenience to the employees, customers, and all users of public and/or City Facilities.

II. INSURANCE AND INDEMNIFICATION:

A. INSURANCE.

The Contractor shall take out and maintain during the life of this Contract adequate Commercial General Liability Insurance in the amounts specified to protect the City of St. Louis, the Contractor, and any subcontractor performing work covered by this Contract from all claims for damages for personal injury including accidental death as well as from claims for property damages which may arise from operations under this Contract whether such operation be by himself, or by a subcontractor, or by anyone directly or indirectly employed by either of them. The City of St. Louis shall be named as additional insured. The Contractor shall take out and maintain adequate Auto Liability Insurance in the amounts specified for its owned, non-owned, and hired vehicles of every type and description which are used in the contract work. The Contractor shall carry Worker's Compensation Insurance on all contracts whereunder such coverage is required and in the amount specified. The Contractor shall furnish the Office of the Comptroller with Certificates of Insurance showing such coverages. Upon request, the Contractor shall promptly furnish the City with a complete copy of these policies.

Insurance afforded by the Contractor shall be primary insurance and non-contributory. The following insurance coverage is required by this Contract:

Worker's Compensation Insurance in the amount as required by the Statutes of the State of Missouri, Commercial General Liability Insurance, and Automobile Liability Insurance the limits of which shall not be less than the following:

1. Commercial General Liability:
 - Bodily Injury & Property Damage
 - Each Occurrence \$1,000,000.00
 - General Aggregate \$2,000,000.00

2. Automobile Liability:

Bodily Injury & Property Damage
Combined Single Limit
(each accident) \$1,000,000.00

The minimum limits as set forth above shall not be construed to limit the liability of the contractor. In addition, all certificates shall contain the statement: "The insurance covered by this certificate will not be canceled or altered except after thirty days' written notice sent by Certified Mail, return receipt requested, has been received by the City. "

Any insurance provider issuing said certificate of insurance must be authorized to transact business in the State of Missouri.

B. INDEMNIFICATION.

The Contractor shall defend, indemnify, and hold harmless the City, its officials, and employees, from any and all loss, damages, costs, expenses, claims, and causes of action (collectively, "Loss") which may be imposed upon or asserted against City, its officials, or employees where such Loss is caused or incurred, or alleged to be caused or incurred, in whole or in part as a result of the negligence or other actionable fault of Contractor, employees, subcontractors, or affiliates. This indemnity shall apply in proportion to the respective fault or negligence of the Contractor including the fault or negligence of Contractor's employees, subcontractors, and/or affiliates. Nothing in this section shall be deemed to impose liability of Contractor to indemnify City when the City's negligence or other actionable fault is the sole cause of Loss.

Contractor further agrees to defend, indemnify and hold harmless the City, its officials, agents, and employees against all claims, liens, demands, or suits which may be asserted by any subcontractor, supplier, agent, or employee of Contractor relating to the work pursuant to this Contract.

III. CANCELLATION:

The City retains the right to cancel the contract upon thirty (30) days written notice to the Contractor, if the Contractor should fail to properly keep any term, covenant, or condition of the contract; or, if the quality of service should fall below the specified standards; or, if the Contractor should willfully fail to render the amount of service required.

Notwithstanding anything to the contrary herein, it is expressly understood by the parties hereto that the contract shall terminate upon the failure of budgetary appropriations with no resulting liability to the City.

IV. ASSIGNMENT OR TRANSFER:

Performance of these services or any part thereof cannot be subcontracted, assigned or transferred by the Contractor without prior written consent of the Comptroller of the City of St. Louis and any failure to so comply shall be deemed cause for termination of the contract.

Award of a contract where Contractor's bid included and specified subcontracted items and specified subcontractors shall be deemed said written prior consent. However, any change in subcontracted items and/or subcontractors shall require another prior written consent.

V. AFFIRMATIVE ACTION PROGRAM AND NON-DISCRIMINATION:

A. Contractor agrees during performance under the contract, that discrimination will not be permitted against any employee, worker, or applicant for employment because of race, creed, color, religion, national ancestry or origin.

B. Contractor agrees during performance under the contract, that all printed or circulated solicitations, or other advertisement or publication for employees placed by or on behalf of the contractor, state that all qualified applicants will receive meaningful consideration for employment without regard to race, creed, color, religion, national origin or ancestry.

C. Contractor agrees during performance under the contract, that should it be determined by the Contractor or City that Contractor will be unable to conform to the approved positive employment program, submitted to determine eligibility under the Fair Employment Division Practices Provisions of the City Code, will notify the Fair Employment Division of the St., Louis Council on Human Relations within ten days as to the steps to be taken by the Contractor to achieve the provisions of this program.

D. Contractor will permit reasonable access by the City to such persons, reports and records as are necessary for the purpose of ascertaining compliance with fair employment practices.

E. In the event of the Contractor's non-compliance with the nondiscrimination clauses of the contract, or to furnish information or permit records and accounts to be inspected, within twenty days from the date requested, the contract may be canceled, terminated, or suspended in whole or part and contractor may be declared ineligible for further City contracts for a period of one year, by the option of the City of St. Louis; provided further in the event the contract is canceled, terminated, or suspended for failure to comply with fair employment practices, the contractor shall have no claim for any damages against the City.

F. Contractor further agrees that these clauses (A thru E) on discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by contractor in all contracts or agreements entered into with

suppliers of materials or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with the contract.

- G. Whenever the Contractor is sued or threatened with litigation by a subcontractor vendor, individual, group or association, as a result of compliance with the clauses (A thru F) of these provisions relating to fair employment practices, such contractor shall notify the City Counselor in writing of such suit or threatened suit within ten days.
- H. The contractor must submit evidence to the City of St. Louis, Office of the Comptroller stating that contractor has complied with the City's requirements for an affirmative action program as required by the Mayor's Executive Order on Equal Opportunity in Employment.

VI. PREVAILING WAGE AND FRINGE BENEFITS:

The Contractor shall pay to all employees and subcontractor's employees not less than the prevailing hourly rate of wages and fringe benefits as determined by the United States Secretary of Labor, or his authorized representative, in accordance with prevailing rates in the locality of the metropolitan St. Louis area pursuant to 41 U.S.C. 351 et seq., as amended except for any person engaged in an executive, administrative or professional capacity.

VII. MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE (MBE/WBE) PARTICIPATION:

A. Definitions:

As used in this requirement, "Minority Business Enterprise" or "MBE" and "Women Business Enterprise" or "WBE" are defined as follows:

1. "Minority Business Enterprise" or "MBE" means a small business concern as defined in Small Business Act, 15 U.S.C., as amended that is 51 percent owned by a minority or, in the case of a corporation, at least 51 percent of the stock or which is owned by one or more individuals who are minorities; and whose management and daily business operations are controlled by one or more individuals who are Asian American, Black American, Hispanic American or Native American; and located in the Metropolitan St. Louis Area.
2. "Women Business Enterprise" or "WBE" means a small business concern as defined in the Small Business Act, 15 U.S.C., as amended that is 51 percent owned by a woman or, in the case of a corporation, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more individuals who are women; and located in the Metropolitan St. Louis Area.

B. Policy:

It is the policy of the City of St. Louis to ensure the maximum utilization of minority and women's business enterprises in contracting and the provision of goods and services to the City, its departments, agencies and authorized representative and to all entities receiving City funds or City-administered government funds while at the same time maintaining the quality of goods and services provided to the City and its sub-recipients through the competitive bidding process. The provisions of this Policy shall apply to all contracts awarded by the City, its departments and agencies and to all recipients of City funds or City-administered government funds and shall be liberally construed for the accomplishments of its policies and purposes.

C. Goal:

A goal of 25 % MBE and 5 % WBE utilization has been established in connection with the contract. This goal is based on the original contract amount and remains in effect throughout the term of this contract. If an award of the contract is made and the MBE/WBE participation is less than the contract goal, the Contractor shall continue good faith efforts throughout the term of the contract to increase MBE/WBE participation and to meet the contract goal. Please note, Contractors which have been certified as either an MBE or WBE are still required to meet both portions of the established goal.

D. Obligation:

The Contractor agrees to take all reasonable steps to ensure that MBEs/WBEs have maximum opportunity to participate in contracts and subcontracts financed by the City of St. Louis provided under the contract agreement. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award or in the performance of contracts financed by the City of St. Louis.

E. Eligibility:

Contractor should contact the DBE Program Office, P O Box 10701 St. Louis, Missouri 63145, (314) 426-8111 to obtain a current directory of eligible certified MBEs/WBEs. The directory indicates the specialty under which each MBE/WBE is certified and is available online at <http://www.mwdbe.org> under the Directory link.

F. Counting MBE/WBE Participation Toward Goals:

MBE/WBE participation towards the attainment of the goal will be credited on the basis of the total subcontract prices agreed to between the contractors and subcontractors for the contract items being sublet as reflected on the MBE/WBE Utilization Plan.

G. Post Award Compliance:

If the contract is awarded on less than full MBE/WBE goal participation, such award will not relieve the Contractor of the responsibility to continue good faith efforts to maximize participation of MBEs/WBEs during the term of the contract.

H. Substitution of MBE/WBE Firms After Award:

The Contractor shall conform to the scheduled amount of MBE/WBE participation. When a listed MBE/WBE is unwilling or unable to perform the items of work or supply the goods or services specified in the MBE/WBE Utilization Plan, the Contractor shall immediately notify the City of St. Louis, Comptroller's Office prior to replacement of the firm.

I. Good Faith Efforts:

When the MBE/WBE goal cannot be met, the Contractor shall document and submit justification utilizing the form titled "Contractor's Good Faith Efforts Report" and provide a statement as to why the goal could not be met.

J. Award Procedure and Documentation:

The Contractor is required to submit with its bid the following information to demonstrate the Contractor's intended participation by MBEs or to demonstrate that good faith efforts have been made to attain the MBE/WBE goal. The information to be furnished shall consist of:

- a. The names and addresses of the MBE/WBE firms to be used on contract.
- b. A list of bid items of work to be performed by the MBE/WBE.
- c. The dollar value of the work to be performed or goods and services provided by the MBE/WBE or the Contractor's Good Faith Efforts Report and a statement as to why the goal could not be met.

K. Record Keeping Requirements:

The Contractor shall keep such records (copies of subcontracts, paid invoices, documentation of correspondence) as are necessary for the City of St. Louis Division of Facilities Management to determine compliance with the MBE/WBE contract obligations. The City of St. Louis Board of Public Service reserves the right to investigate, monitor and/or review actions, statements, and documents submitted by any contractor, subcontractor, or MBE/WBE.

L. Reporting Requirement:

The Contractor shall submit quarterly reports on MBE/WBE involvement to the City of St. Louis Division of Facilities Management. Actual payments to MBEs/WBEs will be verified. These reports will be required until all MBE/WBE subcontracting activity is complete or the MBE/WBE goal has been achieved.

M. Applicability of Provisions To MBE/WBE Contractors:

These provisions are applicable to all contractors including MBE/WBE contractors. A bid submitted by a MBE/WBE contractor shall be presumed to have met the prescribed goal. If the MBE/WBE contractor intends to sublet any portion of the contract, the MBE/WBE contractor shall comply with provisions regarding contractor and subcontractor relationships.

VIII. EXCESSIVE UNEMPLOYMENT LAW

The MISSOURI DEPARTMENT OF LABOR & INDUSTRIAL RELATIONS has placed the excessive unemployment law into effect. Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5% for two consecutive months. (See Sections 290.550 through 290.580 RSMo.) For questions regarding this law call (573) 751-3403 Extension 0.

The law applies to workers, not the contracting company. Iowa and Illinois are restrictive states.

Nonrestrictive states are as follows: Arkansas, Colorado, Georgia, Hawaii, Indiana, Kansas, Kentucky, Louisiana, Nebraska, New Hampshire, Maryland, Michigan, Minnesota, New Mexico, New Jersey, New York, North Carolina, Ohio, Oregon, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, and Wisconsin.

In compliance with this law, the Contractor shall ensure that all workers employed by Contractor or any subcontractor that are assigned to do work pursuant to the Service Contract for which bids are herein sought are Missouri residents or residents of a nonrestrictive state hereinabove. Further, by submitting a bid for this Service Contract, the bidder hereby warrants and represents that the bidder currently employs or will promptly hire a sufficient number of workers who are Missouri residents or residents of a nonrestrictive state to perform the work for which bids are herein sought.

IX. LIVING WAGE REQUIREMENTS:

Bidders are hereby advised that the St. Louis Living Wage Ordinance #65597 and associated Regulations may apply to the service for which bids are being sought herein. This Ordinance requires that, unless specific exemptions apply, all individuals who perform work pursuant to a contract executed between the successful bidder and the City must be paid a

minimum of the applicable Living Wage rates as set forth in the Living Wage Bulletin, and, if the rates are adjusted during the term of the contract pursuant to the Ordinance, applicable rates after such adjustment is made. Each bidder must submit the “Living Wage Acknowledgement and Acceptance Declaration” with the bid. Failure to submit this Declaration with the bid will result in rejection of the bid. A successful bidder’s failure to comply with contract provisions related to the Living Wage Ordinance may result in termination of the contract and the imposition of additional penalties as set forth in the Ordinance and Regulation.

Copies of the Ordinance and Regulations are available upon request from Ms. LaQueta Russell-Taylor, M.S., M.A., at the Certification and Compliance Office, DBE Program Office P O Box 10212 St. Louis, Missouri 63145-0212, (314) 426-8185, or can be accessed at <http://www.mwdbe.org/living-wage>.

X. AWARD.

A Contract will be awarded to the bidder who has, in the sole judgment of the City, submitted the lowest, best bid, the bidder who has responded to all conditions set forth herein and has submitted a complete and correct Bid Submission.

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE ADJUSTMENT BULLETIN

**NOTICE OF ST. LOUIS LIVING WAGE RATES
EFFECTIVE APRIL 1, 2013**

In accordance with Ordinance No. 65597, the St. Louis Living Wage Ordinance (“Ordinance”) and the Regulations associated therewith, the City Compliance Official for the City of St. Louis has determined that the following living wage rates are now in effect for employees of covered contracts:

- 1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is **\$12.21** per hour (130% of the federal poverty level income guideline for a family of three); and
- 2) Where health benefits as defined in the Ordinance are **not** provided to the employee, the living wage rate is **\$15.92** per hour (130% of the federal poverty level income guideline for a family of three, plus fringe benefit rates as defined in the Ordinance).
- 3) Wages required under Chapter 6.20 of the Revised Code of the City of St. Louis: **\$3.71** per hour.

These rates are based upon federal poverty level income guidelines as defined in the Ordinance and these rates are effective as of **April 1, 2013**. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services or pursuant to Chapter 6.20 of the Revised Code of the City of St. Louis.

The Ordinance applies to employers who are covered by the Ordinance as defined in the Ordinance, where the contract or grant is entered into or renewed after the effective date of the Ordinance, which is November 3, 2002. A copy of the Ordinance may be viewed online at <http://www.mwdbe.org> or obtained from:

City Compliance Official
Lambert-St. Louis International Airport
Certification and Compliance Office
P.O. Box 10212
St. Louis, Mo 63145
(314) 426-8111

Dated: February 12, 2013

**ADD-2002
ACKNOWLEDGMENT/
ACCEPTANCE DECLARATION**

ST. LOUIS LIVING WAGE ORDINANCE

**LIVING WAGE ACKNOWLEDGMENT AND ACCEPTANCE
DECLARATION**

(To be completed by each respondent to a bid/proposal solicitation
when that solicitation has included Living Wage Advertisement/Solicitation Language.)

CONTRACTING AGENCY: _____

AGENCY CONTRACT NUMBER: _____

BIDDER'S/PROPONENT'S NAME: _____

DATE PREPARED: _____ **PREPARED BY:** _____

PREPARER'S TELEPHONE NUMBER: _____

PREPARER'S E-MAIL ADDRESS: _____

PREPARER'S CELL PHONE NUMBER: _____

PREPARER'S ADDRESS AND ZIP CODE: _____

As the authorized representative of the above-referenced bidder or proponent, I hereby acknowledge that the bidder/proponent understands that the contract or agreement that will be executed with a successful bidder/proponent pursuant to this solicitation is subject to the St. Louis Living Wage #65597 and the Regulations associated therewith. The bidder/proponent hereby agrees to comply with the Ordinance and the associated Regulations if awarded a contract pursuant to this solicitation. I am authorized to make the above representations on behalf of the bidder or proponent.

**AUTHORIZED REPRESENTATIVE
CERTIFICATION:**

_____ (Signature)

NAME: _____

TITLE: _____

DATE: _____

COMPLETE THIS FORM
AND RETURN WITH PROPOSAL

OFFICE OF THE COMPTROLLER, CITY OF ST. LOUIS
SUBCONTRACTOR AND MATERIAL/EQUIPMENT SUPPLIERS LIST

PROPOSED SERVICE _____

GENERAL CONTRACTOR: _____ M/WBE #, if applicable _____

On the spaces below please list **ALL** subcontractors and suppliers, including minority and women-owned firms, proposed for utilization on this project. Work to be performed by the apparent low bidder is to be included.

FIRM NAME AND ADDRESS	MBE/WBE # IF APPLICABLE	FEDERAL I.D. #	TYPE OF WORK	DOLLAR VALUE

TOTAL \$ AMOUNT MBE PARTICIPATION, INCLUDING GENERAL CONTRACTOR IF A MBE: \$ _____ %
 TOTAL \$ AMOUNT OF WBE PARTICIPATION, INCLUDING GENERAL CONTRACTOR IF A WBE: \$ _____ %
 TOTAL \$ AMOUNT OF GENERAL CONTRACT: \$ _____

GENERAL CONTRACTOR AUTHORIZED SIGNATURE

DATE

CITY OF ST. LOUIS
MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE UTILIZATION
CONTRACTOR'S GOOD FAITH EFFORTS REPORT

CONTRACTING AGENCY: _____
 PROPOSED SERVICE : _____
 NAME OF PRIME CONTRACTOR: _____

In addition to the minority or women-owned business enterprises that are listed and proposed for utilization on this contract, the following minority or women-owned business enterprises were also contacted regarding this contract. However, the prime contractor is unable to utilize these firms for the reason indicated below:

FIRM NAME, ADDRESS, PHONE # CONTACT PERSON	BID ITEM(S) OF WORK TO BE PERFORMED AND/OR MATERIALS SUPPLIED	BID AMOUNTS	DATE AND METHOD OF SOLICITATION	COMMENTS: REASON REJECTED

 PRIME CONTRACTOR AUTHORIZED SIGNATURE

 DATE

**CITY OF ST. LOUIS
BID FOR FACILITY CUSTODIAL SERVICES – ST. LOUIS GATEWAY
TRANSPORTATION CENTER
BID PROPOSAL DETAIL FORM**

The Undersigned, _____ acting on behalf of _____, the Bidder, understands all the requirements of the work set out in the "Information for Bidders" and the "General Specifications" of the bid package for this Facility Custodial Services for the St. Louis Gateway Transportation Center and agrees to perform the work for the following amounts:

Year One

Labor and Fringe Benefits \$ _____

Material, supplies & non-capital equipment \$ _____

Capital equipment \$ _____

Overhead (Profit) \$ _____

Year Two

Labor and Fringe Benefits \$ _____

Material, supplies & non-capital equipment \$ _____

Capital equipment \$ _____

Overhead (Profit) \$ _____

**CITY OF ST. LOUIS
BID FOR FACILITY CUSTODIAL SERVICES – ST. LOUIS GATEWAY
TRANSPORTATION CENTER**

Year Three

Labor and Fringe Benefits \$ _____

Material, supplies & non-capital equipment \$ _____

Capital equipment \$ _____

Overhead (Profit) \$ _____

Year Four

Labor and Fringe Benefits \$ _____

Material, supplies & non-capital equipment \$ _____

Capital equipment \$ _____

Overhead (Profit) \$ _____

Year Five

Labor and Fringe Benefits \$ _____

Material, supplies & non-capital equipment \$ _____

Capital equipment \$ _____

Overhead (Profit) \$ _____

(Bidder's Signature & Title)

Date

Federal ID Number: _____

BIDDER'S CHECKLIST

1. _____ **Signed Original Bid Forms (Bidder's Response to RFP)**
2. _____ **Completed MBE/WBE Utilization Plan**
3. _____ **Completed MBE/WBE Contractor's Good Faith Efforts Forms**
4. _____ **Completed Living Wage Acknowledgement and Acceptance Declaration**
5. _____ **Bid Proposal Detail Form**
6. _____ **List of references**