

BID REQUEST AND BID

UNIVERSITY OF MISSOURI-ST. LOUIS
 Campus Procurement
 209 Woods Hall
 One University Boulevard
 St. Louis, Missouri 63121-4400
 (314) 516-5366

You are invited to submit bids on the items specified. All bids must be made on this form and shall be subject to the terms and conditions attached hereof for furnishing items in quantities and of the description listed below.

Delivery must be F.O.B. University of Missouri-St. Louis, St. Louis, MO, carriage charges prepaid.

THIS IS NOT AN ORDER

BID REQUEST NUMBER	3728
DATED	August 15, 2007

BIDS MUST BE RECEIVED BY UNIVERSITY AT THE ABOVE ADDRESS NOT LATER THAN

DATE AND TIME	August 29, 2007 2:00 PM CSDT
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THE CURATORS OF THE UNIVERSITY OF MISSOURI

By Gloria M. Collins
 Manager Campus Procurement
 University of Missouri-St. Louis

Item	Quantity	Units	Description	Unit Price	Total Price
			FURNISH AND DELIVER: Temporary Personnel Services for Residential Life Facilities/Custodial Services for The University of Missouri-St. Louis for the period of September 1, 2007 through August 31 2008 AS PER THE ATTACHED SPECIFICATIONS.		
BID QUOTATION CANNOT BE RETURNED BY FAX					

Bids must be completed on this form and must be signed. Bids not in compliance with the above may be deemed non-responsive.

Bids are to be contained in sealed envelopes plainly marked as to the Bid Request Number, due Date and Time, and addressed to Campus Procurement, University of Missouri-St. Louis, 209 Woods Hall, One University Boulevard, St. Louis, MO 63121-4400.

It is requested that all bidders submit with their bids descriptive literature and detailed specifications on items they propose to furnish. Bids received without descriptive literature and detailed specifications MAY BE REJECTED.

In compliance with this bid request and subject to all of the terms and conditions hereon bidder offers and agrees to furnish and deliver to the University the items upon which prices are quoted herein such items to be delivered to the University with the number of days indicated after receipt by bidder of University Purchase Order. The terms and conditions following this BID REQUEST AND BID are made a part hereof.

Discount of 2%-15 days; Net 30 days unless otherwise stated below will be given University for prompt payment. Discount time to be compiled from day of delivery and acceptance of the items or receipt of correct invoice whichever is later.

Bid firm for 60 days unless otherwise noted.

Federal Tax I.D. Number		Days Delivery After Receipt Of Order		Discount Terms If Other Than 2%-15; Net 30	
Name of Bidder		Address of Bidder		City/State	Zip Code
Bidder's Telephone Number	Bid Dated	By (Signature Of Authorized Agent)		Title	

UNSIGNED BIDS MAY BE CONSIDERED NON-RESPONSIVE

RETURN ONE COPY AS YOUR BID

BID REQUEST AND BID CONDITIONS

THIS IS NOT AN ORDER

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

1. NO ORAL EXPLANATION in regard to the meaning of the specifications will be made, and no oral interpretation will be given before the award of the contract. If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of any part of the specifications or any other proposed contract documents, he may submit to the University a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made by addendum duly issued or delivered to each person receiving a set of such documents. The University will not be responsible for any other explanations or interpretation of the proposed documents.
2. The University reserves the right to reject any and all bids and to waive any informality in bids.
3. Whenever the name of a manufacturer or vendor is mentioned on the face hereon and words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designation unless the context specifies "no substitution". The University assumes that items bid as equal are equal. The University reserves the right to return at the bidder's expense all items that are furnished which are not acceptable as equals to items specified by the Bid Request and Specifications, and vendor agrees to replace such items with satisfactory items at the original bid price.
4. All items bid shall be new unless otherwise specified by the University.
5. Bidder agrees to unconditionally guarantee all items bid upon against defects in material and workmanship for a period of one year from the date of acceptance by the University unless otherwise specified.
6. Unless it is so noted on the bid it will be deemed that the article furnished is that designated. If the vendor proposes to furnish an item of a different manufacturer or vendor other than the one specified on the face hereof, the manufacturer or vendor of the substituted items shall be noted and complete descriptive literature describing the items to be substituted must accompany the bid.
7. Materials and services furnished the University are not subject to either Federal Excise Taxes or the Missouri Sales Tax. Exemption certificates will be furnished on request.
8. Prices quoted are to be firm and final and prices shall be stated in units of quantity specified with packing and drayage charges included.
9. Shipments shall be marked as directed on the Purchase Order.
10. C.O.D. shipments will not be accepted. All shipping charges must be PREPAID. No packing or drayage charges will be allowed.
11. The University will not be responsible for articles or services furnished without a Purchase Order.
12. Risk of loss or damage to the goods prior to the time of their receipt and acceptance by the University is upon the vendor.
13. All invoices and correspondence shall show the Purchase Order Number. All invoices must be rendered in duplicate and contain full descriptive information on items or service furnished. Separate invoices shall be rendered for each order and forwarded to the University.
14. Vendor agrees to defend, protect and save the University harmless from all claims and actions arising out of patent infringement.
15. University reserves the right to cancel all or any part of orders if shipment is not made as promised. Vendor shall notify the University if shipment cannot be made as promised. Time of proposed delivery must be stated in definite terms in the space provided.
16. The bidder hereby guarantees that no article listed herein is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act or is an article which may not, under the provisions of Federal Law, be introduced into interstate commerce.
17. Samples, when required, are to be furnished prior to the date specified for receipt of bids.
18. In case of any doubt or difference of opinion as to the items to be furnished hereunder or the quality thereof, the decision of the Campus Purchasing Director shall be final and binding upon both parties.
19. The University reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the University. If a split award is not acceptable to a bidder, it must be stated in the bid response.
20. In awarding the contract, the University may take into consideration relevant factors, including but not limited to the skill, facilities, capacity, cost of and compatibility with existing systems and operations when major changes of practice would be required, experience, ability, responsibility, previous work, the financial standing of the bidder(s); the amount of other work being carried on by the bidder; the quality, efficiency, and construction of equipment proposed to be furnished; the period of time within which the equipment or service is to be provided, and necessity of prompt delivery of the items herein described. The inability of any bidder to meet the requirement mentioned above may be cause for rejection of their bid.
21. In the event that time and materials are a portion of this bid, the University reserves the right to audit vendor's records concerning this bid.
22. All items or services to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Standard. All alleged violations and deviations from said State and Federal regulations or standards of the items of services to be furnished hereunder, must be set forth on the Bid Form at the time of submission of the bid. Or if at any later date the items or services contained herein shall not meet all applicable state and federal requirements after the bidder is awarded the contract hereunder the bidder must notify the Campus Purchasing Director, immediately by certified mail, return receipt requested.
23. The University serves from time to time as a contractor for the United States government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L.95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.
24. If this Bid Request and the University Purchase Order issued thereon involves health care services or products, the vendor agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to vendor with regard to patients of the University. All services provided pursuant to this Purchase Order shall be provided in accordance with all applicable federal and state laws including The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, sections 261-264 (the Administrative Simplification sections) and the regulations promulgated pursuant thereto and regulations of the Joint Commission on Accreditation of Healthcare Organization and the Health Care Financing Administration. Vendor represents that vendor is not currently excluded or threatened with exclusion from participating in any federal or state funded health care program, including Medicare and Medicaid. Vendor agrees to notify the University of any imposed exclusions or sanctions covered by this representation.

Furnish and Deliver Temporary Personnel Services for Residential Life Facilities/Custodial Services for The University of Missouri-St. Louis for the period of September 1, 2007 through August 31, 2008 as per the following specifications.

FINAL DATE FOR CLARIFICATION:

The final date for a request to be accepted for a clarification on Bid No. 3728 is August 24, 2007 at 12:00 noon. Any request received after this date and time will NOT be acknowledged with a response.

The term of the contract shall be for September 1, 2007 through August 31, 2008. Service may be terminated as of August 31, 2008 by either party by written notice 30 days prior to date of termination. This contract may be extended on the same terms and conditions for a period of two one year renewals (September 1, 2008 - August 31, 2009, September 1, 2009 - August 31, 2010) upon mutual agreement of the parties.

If the contractor fails to render services as required herein he shall be given a written notice, and if he fails to correct such services or conditions within 15 days, the University reserves the right to cancel services immediately.

The University reserves the right to increase or decrease units.

DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS

DETAILED SPECIFICATIONS:

1. Must be capable of furnishing personnel with a minimum notice of two (2) hours.
 2. Vendor must designate a representative who shall be accessible 24 hours per day and respond within 30 minutes. The representative must carry a working phone or pager for ease of contact and/or communication.
 3. No personnel shall be permitted on University property without the Contractor submitting a complete current and satisfactory state police background check to the University's representative. Criminal background checks will be completed at the expense of the Contractor.
 4. Invoices for services should be submitted within 10 days of the completion of services rendered and should contain accurate and specific information about services rendered, including, but not limited to unit number, start and stop times, who performed the work, etc.
 5. Vendor's employees should be neat in appearance. Vendor shall provide ID badges worn on outside of clothing in plain sight at all times while on University property. Information on ID badge shall include name of company and name of individual.
 6. Vendor shall indicate the percentage of MBE participation for contract. If contract is awarded, vendor shall agree to certify the amount of MBE participation if requested. "MBE participation" can be defined as utilization of a minority-owned business enterprise (MBE) as a subcontractor (a person or organization who has a contract with the bidder to perform any of the work related to the completion of the scope of services).
 7. No smoking is permitted in any University building.
 8. A list of three references with a contact name and phone number must be listed.
 9. The contractor will provide certified "drug-free" employees to the University of Missouri-St. Louis before
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employment start date.

10. The University reserves the right to investigate the bidder's premises, number of contracts, to request information from those being serviced under like contracts, etc., in order to ascertain the bidder's qualifications and ability to fulfill any resulting contract. Further the University may ask a bidder to prepare a test unit at one of its housing facilities to ensure level of quality for turn-overs is to University standards.

11. In awarding the contract. The University may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, the financial standing of the bidder or bidders, and the amount of other work being carried on by the bidder.

12. The University shall have the right to reject any and all bids or any part thereof, to waive any technicalities or informalities in the bidding and the awards in such a manner as is deemed to best serve the interest of the University.

13. If, because of riots, war, public emergency or calamity, fire, earthquake, act of God, government restrictions, labor disturbance or strike, business operations at the University shall be interrupted or stopped, performance of this contract, with the exception of monies already due and owing shall be suspended and excused to the extent commensurate with such interfering occurrence; and the expiration date of this contract may be extended for a period of time equal to the time that such default in performance is excused.

14. In the event of termination of operation of the University of Missouri-St. Louis during the term of the contract, the University shall be permitted to cancel the contract effective on the closing date of the University of Missouri-St. Louis.

15. The University at any time may request to have any contracted employee immediately removed from the premises, whether temporary or permanent, whose work performance or conduct is deemed objectionable. The contractor shall maintain control of their employees while on campus.

16. This bid will be awarded on ALL or NONE basis.

17. Contractor is to provide all cleaning supplies and equipment.

18. Bidder shall provide per unit pricing for turnovers on the following unit types:

- A. One Bedroom Unit at Mansion Hills
- B. Two Bedroom Unit at Mansion Hills
- C. Efficiency Unit at Mansion Hills
- D. Loft Unit at Mansion Hills
- E. One Bedroom Unit at University Park
- F. Two Bedroom Unit at University Park
- G. Three Bedroom Unit at University Park
- H. Dorm room

19. Apartment/House turnovers should be move-in ready and should include the following services:

A. Living Room/Dining Room: Carpets vacuumed, sliding glass door cleaned, blinds wiped clean, and the ceiling fan/light fixture needs to be cleaned.

B. Kitchen: All items should be removed from the drawers and cabinets. Floors are to be swept and mopped. All counters, stove and sink should be thoroughly cleaned. The inside and

outside of the refrigerator/freezer needs to be cleaned. The hood of the stove and the exterior and interior of the stove need to be cleaned. The light fixture needs to be cleaned. Dishwasher should be wiped clean. Kitchen floor should be mopped.

C. Bedrooms: The carpets need to be vacuumed, window sills need to be cleaned, interior window glass needs to be cleaned, blinds need to be cleaned any items left in closet need to be removed, and closet shelves need to be wiped down, inside of closet needs to be vacuumed.

D. Bathroom: Floors need to be cleaned, inside of toilet bowl needs to be cleaned, exterior of toilet needs to be cleaned, the shower wall and bathtub need to be cleaned, the cabinets need to be wiped out, the vanity glass need to be cleaned, the counter top and sink need to be cleaned. Exhaust fan need to be cleaned above toilet.

E. Doors: All doors including entry door, bedroom doors, bathroom doors and closet doors need to be cleaned.

F. Outlets/Light switch covers: All need to be wiped clean.

G. Patios: All patios need to be swept off. Cob webs need to be knocked down. Bugs that may have collected between patio door and screen door need to be vacuumed up.

H. Clean and mop utility closet floors.

I. Other special needs as designated by the apartment manager for move in readiness of unit.

20. Dorm room turnovers should be move-in ready and should include the following services:

A. Bedrooms: The carpets need to be vacuumed, window sills need to be cleaned, interior window glass needs to be cleaned, blinds need to be cleaned any items left in closet need to be removed, and closet shelves need to be wiped down, inside of closet needs to be vacuumed. If tile floor, floor needs to be mopped. Also chest of drawers should be wiped down both inside and out.

B. Bathroom: Floors need to be cleaned, inside of toilet bowl needs to be cleaned, exterior of toilet needs to be cleaned, the shower wall and bathtub need to be cleaned, the cabinets need to be wiped out, the vanity glass need to be cleaned, the counter top and sink need to be cleaned. Exhaust fan need to be cleaned above toilet.

C. Doors: All doors including entry door, bedroom doors, bathroom doors and closet doors need to be cleaned.

D. Outlets/Light switch covers: All need to be wiped clean.

21. Bid finalist may be asked at owner's request to test clean a unit before awarding contract.

22. A walk through tour of the facilities will be held on August 24, 2007 at 10:00 a.m. Location 4343 Normandie Trace Drive. Contact person will be John Klein @314 225-9971.

23. Winning bidder must be willing to check in and out with Apartment manager and provide updates while on

site.

INDEMNIFICATION

The Supplier does hereby indemnify, defend, and save harmless the Curators of the University of Missouri, their Officers, Agents, and Employees, from and against all loss or expense from any cause of action arising from the Supplier's operation(s).

WORKING CONDITIONS AND USE OF PREMISES

The Contractor shall carry out his work in a manner that will not interfere with the normal activities at the site. Contractor's operation, including storage of materials, shall be confined to areas designated by the University's representative. The University will not assume any financial responsibility for materials or equipment stored on job site.

The University will provide parking for contractors's service vehicle(s) by temporary permit. Contractor and his employees in other vehicles will be required to compete with the general public for parking space convenient to the work site.

All work is to be performed during regular working hours (Monday through Friday, excluding University holidays, 8:00 A.M. - 5:00 P.M.) unless otherwise specified or special permission is granted.

The Contractor shall abide by the University's regulations and the University's instructions regarding signs, advertisement, fires, etc., and shall be responsible for repair of damages to buildings and surroundings caused by his employees during work progress. The Contractor is responsible for complete clean-up of all trash and debris.

COMPLIANCE WITH CODES

Contractor shall execute the work in strict accordance with these specifications and the laws of the State of Missouri. Contractor shall comply with all applicable national and local ordinances or codes excepted as noted.

EXAMINATION OF SITE

Bidders shall personally inspect site of proposed work to fully acquaint themselves with the conditions under which this work is to be performed. No extra compensation will be allowed for anything or matter relating to these conditions of which bidder should have fully informed himself prior to bidding. Such failure to fully inform himself shall not relieve bidder from his obligations with respect to this bid and contract.

INSPECTION BY UNIVERSITY PERSONNEL

The University may from time to time make unscheduled inspections of the site. Any deviation from the bid specifications will be called to the Contractor's attention. In the event corrective action or agreement to take corrective action is not forthcoming, the University shall, through the Manager of Campus Procurement Center, notify the Contractor to cease work or the University shall withhold payment until corrective work has been performed.

WORKMANSHIP

All workmanship shall be first class in all respects, and shall meet the approval of the University's representative.

All material and equipment shall be first class as to quality and type designated in these specifications.

The work shall be done by skilled tradesmen in the various required crafts. Such tradesmen shall be employed by a firm licensed by the State or Municipality, to perform the specific type work as specified.

WAGE RATES

The successful bidder will pay workmen wage rates and fringe payments of not less than the prevailing wage rates and fringe payment for workmen performing work of similar character in the community where construction under the bid takes place, all as determined by Vice Chancellor for Administrative Services. Prevailing wage rates for the community are on file in the Procurement Offices of each campus of University, and successful bidder is responsible for obtaining and complying therewith. University may at any time request and inspect successful bidder's payroll for the project to verify compliance.

BID:

1. Hourly rates for the following units::

Day

Mansion Hills:

- A. 90 One bedroom units \$_____Hr. Rate
- B. 78 Two bedroom units \$_____Hr. Rate
- C. 2 Efficiency units \$_____Hr. Rate
- D. 2 Loft units \$_____Hr. Rate

University Park:

- A. 14 One bedroom units \$_____Hr. Rate
- B. 3 Two bedroom units \$_____Hr. Rate
- C. 1 Three bedroom unit \$_____Hr. Rate

Residence Hall:

- A. 494 Residential rooms \$_____Hr. Rate

Houses:

- A. 1-3 bedroom two story house \$_____Hr. Rate
with finished basement 2 and
1/2 baths.
- B. 1-5 bedroom two story house \$_____Hr. Rate
with finished basement 2 and
1/2 baths

INCORPORATED OR NON-INCORPORATED

Please check the following for your company:

Incorporated: _____ Non-Incorporated: _____

CREDIT CARD

To expedite payment, the preferred method to transact small dollar purchases routinely purchased on an awarded bid is through the use of the University MasterCard Purchasing Card. Currently the individual transaction limit CANNOT EXCEED \$5,000. Indicate if ordering and payment can be processed on a credit card.

Will you honor the prices and discount terms quoted herein for purchases made with the University's MasterCard Purchasing Card?

Credit Card Acceptable _____
Yes No

WBE/MBE REPORTING FORM:

For WBE/MBE Reporting Purposes Only:

Minority Business Type (Optional) (A minority business is defined as an organization in which 51% of the ownership interest, stock, or otherwise, is owned by minority group members. The determination of minority status depends solely on ownership and operation and is not related to employment of minority persons.) Check the appropriate box.

___ African-American ___ Hispanic/Latino ___ Asian Pacific
___ Native American ___ Asian Indian
___ Other (please specify) _____

Missouri Firm? ___ Yes ___ No

Woman Owned Business? ___ Yes ___ No

Can you provide Second-Tier Reporting? ___ Yes ___ No

PERCENTAGE OF MBE PARTICIPATION

Bidder shall indicate the percentage of MBE participation for contract. If contract is awarded, contractor shall agree to certify the amount of MBE participation requested.

_____/percentage

Vendor to List References:

1. Vendor Name: _____

Phone Number: _____

Contact Person: _____

2. Vendor Name: _____

Phone Number: _____

Contact Person: _____

3. Vendor Name: _____

Phone Number: _____

Contact Person: _____

VENDOR'S CONTACT PERSON:

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

QUESTIONS:

QUESTIONS REGARDING THIS BID SHOULD BE EMAILED TO GLORIA COLLINS AT:
gloria_collins@umsl.edu

INSURANCE

The Supplier shall provide insurance coverage as follows:

COVERAGE	MINIMUM LIMITS
Workers Compensation Employers Liability	\$500,000 Statutory
Auto Liability (To include Owned, Hired, and Non-owned coverage)*	\$1,000,000 Combined Single Limit, per Occurrence and Aggregate
Commercial General Liability	\$1,000,000

Coverage (Comprehensive Form, MUST include Broad Form Property Damage, Premises & Operations, Contractual, and Products/Completed Operations Exposure). Occurrence Base Coverage is required.

Combined Single Limit, Per Occurrence and Aggregate

* Required only if vehicles are to be operated on University premises during the contract period.

The Curators of the University of Missouri are to be "additional insured" on the required Commercial General Liability coverage. In addition, the certificate of insurance evidencing all coverage required is to be provided 10 days prior to the inception date of the contract between the Contractor and the University. The University must receive ten days advance notice in the event of policy cancellation or material change to the policy.

Failure to maintain the requested insurance in force may be cause for contract termination. In the event the Supplier fails to maintain and keep in force the required insurance, the University shall have the right to cancel and terminate the contract without notice.

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

INDEMNIFICATION

The Supplier does hereby indemnify, defend, and save harmless the Curators of the University of Missouri, their Officers, Agents, and Employees, from and against all loss or expense from any cause of action arising from the Supplier's operation(s).