

**CITY OF SAINT CHARLES, MISSOURI
INVITATION TO BID
PAB #23--001**

RETURN WITH BID

BIDS ARE TO BE RETURNED NO LATER THAN:

Date: Wednesday, November 30th, 2022

Time: 10:00 a.m.

Location: St. Charles Parks & Recreation Department (page 2)

Page: 1 of 10

FOR INFORMATION CONTACT:

Chris Atkinson

Department: Parks & Recreation (636) 949-3372

The City of St. Charles, Missouri is seeking bids for the following:

DESCRIPTION

Janitorial Service for the Administration Building located in Blanchette Park and Janitorial Service and set up for the rental buildings (Gould Building) in Wapelhorst Park and (Webster Building) Webster Park for the St. Charles Parks & Recreation Department

This document constitutes a request for bids from qualified individuals and organizations to furnish those services and/or items as described herein.

Each bidder must submit one (1) original bid that must be legible and meet all specifications as listed.

Signature of bidder indicates that he/she understands and will comply with all terms and conditions and all other specifications made a part of this invitation for bid and any subsequent award or contract. All terms, conditions and representations made in this invitation will become an integral part of the contract.

Indicate whether () Individual; () Partnership; () Corporation.

INCORPORATED IN THE STATE OF _____.

THIS SECTION MUST BE COMPLETED FOR BID TO BE CONSIDERED VALID:

COMPANY_____ SIGNATURE_____

ADDRESS_____ NAME_____

CITY_____ TITLE_____

STATE_____ ZIP_____ PHONE NO._____

FEDERAL VENDOR ID NUMBER_____

YEAR BUSINESS BEGAN _____

Janitorial Service Schedule for St. Charles Parks & Recreation Department

Building #1 Parks Administration Building.

- Administration Building located in Blanchette Park, 1900 Randolph Street, St. Charles.
- Building footprint is approximately 5300 square feet.
- Contract will be for one year (2023). With the option to add 2 additional one year extensions.
- All equipment, cleaning material, and chemicals used will be supplied by contractor.
- Paper products (toilet paper, hand towels) will be provided by The Parks & Recreation Department.
- Provide a communications log and time tracking.

**Areas to be covered two (2) days per week. (Wednesday after 5:00pm
and Friday after 5:00pm or Saturday or Sunday)
3 hours per night or six hours total per week.**

Services to be covered every visit.

Common Areas Hallways (To include hallways, entry areas)

1. Vacuum all carpet areas
2. Sweep and damp mop tile floors
3. Clean all high traffic glass
4. Clean & polish drinking fountain.
5. Take out all trash and recycling.

Restrooms

1. Clean and sanitize all toilets
2. Clean and remove all smudged from mirrors
3. Clean and sanitize sinks
4. Remove all trash
5. Sweep and damp mop all bathroom floors
6. Stock all paper and soap products.

Dining/Lunch Area

1. Wipe down and sanitize serving counters/island table
2. Dust mop and wet mop floors
3. Empty all trash and replace liners
4. Wipe down all appliances.
5. Clean sink
6. Clean tables

Office Areas (To include conference room)

1. Empty all trash and replace liners as needed.
2. Dust and clean desk tops when personal belongings are clear
3. Vacuum carpets
4. Dust filing cabinets and book shelves

Services to be covered monthly.

Common Areas Hallways

1. Dust all furniture and horizontal surfaces
2. Dust all mini blinds
3. Clear cob webs and spider webs.
4. Spot clean walls, light switches, doors and fans.

Building #2 Gould Building in Wapelhorst Park.

- Gould Building is located in Wapelhorst Park, 1875 Muegge Road, St. Charles.
- Building footprint is approximately 1350 square feet. (100 guest capacity)
- Contract will be for one year (2023). With the option to add 2 additional one year extensions.
- All equipment, cleaning material, and chemicals used will be supplied by contractor.
- Paper products (toilet paper, hand towels) will be provided by The Parks & Recreation Department.



1. **Areas to be covered as needed on demand.**
2. **You will be notified by 12 noon on the Wednesday before the weekend if you are needed to service the building over the weekend.**
3. **Building needs to be serviced after midnight and before 7:00am the next morning.**
4. **2 hours per occurrence/call out.**
5. **You will provide a communications log.**

Services to be covered every visit.

Common Areas Hallways (To include hallways, entry areas)

1. Vacuum door mats
2. Sweep and damp mop floors (vinyl plank)

Restrooms

1. Clean and sanitize all toilets, sinks and urinals
2. Clean and remove all smudged from mirrors
3. Remove all trash
4. Sweep and damp mop all bathroom floors
5. Stock all paper and soap products.

Main Rental Area

1. Wipe down and sanitize all foldable tables.
5. Dust mop and wet mop floors (vinyl plank)
6. Empty all trash and replace liners
7. Clean all high traffic glass/windows
8. Set up tables and chairs if needed for correct event size for the next day.

Kitchen Area

1. Wipe down and sanitize serving counters
2. Dust mop and wet mop floors
3. Wipe down all appliances.
5. Clean sink Empty all trash and replace liners as needed.

Building #3 Webster Building in Webster Park.

- Webster Building is located in Webster Park, 2201 South River Road, St. Charles.
- Building footprint is approximately **910 square feet**. (75 guest capacity).
- Contract will be for one year (2023). With the option to add 2 additional one year extensions.
- All equipment, cleaning material, and chemicals used will be supplied by contractor.
- Paper products (toilet paper, hand towels) will be provided by The Parks & Recreation Department.



1. **Areas to be covered as needed on demand.**
2. **You will be notified by 12 noon on the Wednesday before the weekend if you are needed to service the building over the weekend.**
3. **Building needs to be serviced after midnight (when rental has finished) and before 7:00am (before next rental can access the building) the next morning.**
4. **2 hours per occurrence/call out.**
5. **You will provide a communications log.**

Services to be covered every visit.

Restrooms

1. Clean and sanitize all toilets
2. Clean and remove all smudged from mirrors
3. Clean and sanitize sinks
4. Remove all trash
5. Sweep and damp mop all bathroom floors (colored and sealed concrete)
6. Stock all paper and soap products.

Main Rental Area

1. Wipe down and sanitize all foldable tables.
2. Dust mop and wet mop floors (colored and sealed concrete)
3. Empty all trash and replace liners
4. Clean all high traffic glass/windows
5. Set up tables and chairs if needed for correct event size for the next day.

Kitchen Area (in the main rental area)

1. Wipe down and sanitize serving counters
2. Dust mop and wet mop floors (colored and sealed concrete)
3. Wipe down all appliances.
4. Clean sink Empty all trash and replace liners as needed.

PRICING SCHEDULE

Building #1 – Parks Administration Building.

Contractor service charge per month will be:

2023	\$_____
2024	\$_____
2025	\$_____

Building #2 – Gould Rental Building.

Contractor service charge per occurrence will be:

2023	\$_____
2024	\$_____
2025	\$_____

Building #3 – Webster Building.

Contractor service charge per occurrence will be:

2023	\$_____
2024	\$_____
2025	\$_____

City's preference is to award 1 contract for all three (3) buildings. However, we may award 2 contracts. 1 for the Administration Buildings twice weekly service and 1 for the rental buildings on demand service.

Signature: _____ Date: _____

Bids are to be returned to the Parks Administration Building, 1900 Randolph, St. Charles, MO 63301 prior to 10:00 a.m. City Time, Wednesday, November 30th, 2022.

Returned envelopes must be clearly marked on the outside "St. Charles Parks Building Janitorial Service Bid 2022". The City reserves the right to reject any or all bids in part, entirely or waive any variations which are considered in the best interest of the City.

Bids are subject to the terms and conditions of this INVITATION FOR BID, PRICING SCHEDULE, and the attached BID SPECIFICATIONS for the purchase of supplies/services. Bids must be submitted with the **invitation to bid (page 1)** completed and all pricing included on the **sheet (page 5)**. Also need to return **additional documents on page 12 and page 14)**. Failure to do so will be considered basis for rejection.

Payment will be a net thirty (30) days after receipt/delivery of service. Successful bidders should be notified by December 23rd, 2022 and will not to begin cleaning the building January 1st, 2023.

TERMS FOR AGREEMENT/CONTRACT

BIDDER'S REPRESENTATIONS

The Bidder, by executing the Invitation for Bid Form, certifies that:

Certificate of Independent Price Determination

- A. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competition.
- B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder prior to opening.
- C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid or proposal for the purpose of restricting competition.

Prices

The price or prices specified in this quotation are firm and are not subject to contingency or reservation. Bidder represents that the price or prices specified in this quotation do not exceed the current selling price for these same or substantially similar supplies or services and are no higher than other quotes to his/her most favored customer taking into account the quantity specified for delivery. Further, the Bidder, by signing the Bid Form, certifies that he/she secured similar certification from each subcontractor or part supplier.

Fees and Taxes

Bidder is current with payments to the City or County of Saint Charles, Missouri, Personal Property and Real Estate Tax, if applicable, and all other required license and fees.

TERMS AND CONDITIONS OF BIDDING

QUALIFICATIONS

All bidders must furnish satisfactory evidence to the City that they have previously performed this service.

LAWS AND ORDINANCES, REGULATIONS, LICENSING FEES

Bidder shall conform to all rules, regulations, ordinances, laws or directives set forth by the City of Saint Charles and/or the State of Missouri.

Bidder shall comply with City Code of Ordinance Section 145.040 regarding the registration of sex offenders with the Police Department.

In accordance with City Code of Ordinance Section 145.290, neither the Bidder or an affiliated business entity of the Bidder shall: (1) be in arrears to the City on any taxes or debt; (2) be in default of any contractual obligation to the City; (3) be in default as security or otherwise of any obligation to the City; or (4) be a party to a non-adjudicated, non-traffic related citation for a Code violation. For complete text of Section 145.290, please contact the Purchasing Office.

Bidder shall comply with Section 285.525–285.550 RSMo regarding enrollment in a federal work authorization program. Notice and instructions for bidders are attached to these bid documents.

Bidder acknowledges award of this City Contract requires compliance with Section 208.009 RSMo. which requires Bidder to provide City with affirmative proof that he/she is a citizen or permanent resident of the United States or is lawfully present in the United States prior to the City awarding Bidder with this contract.

The City of St. Charles, Missouri, fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, please call the City Clerk's Office at (636) 949-3282 or City Hall located at 200 North Second Street, St. Charles, Missouri, 63301.

Bidder shall conform to any and all changes made to this contract/agreement as a result of any ordinance, law and/or directive issued by the City of Saint Charles or the State of Missouri.

ASSIGNMENT OF CONTRACT

Neither this contract, nor any portion thereof, shall be reassigned except by formal written approval by the City.

WAIVER

The City of Saint Charles reserves the right to reject any or all bids.

The City reserves the right to waive any variances from original bid specifications in cases where the variances are considered to be in the best interest of the City.

TERMINATION OF CONTRACT

The City reserves the right to terminate the contract for reasons of violations by the successful bidder of any term or condition of the contract by giving 30 days written notice stating the reasons therefore and giving the party ample time to remedy the deficiencies.

METHOD OF AWARD

Contracts shall be awarded to the lowest bidder meeting all specified requirements and considered the best.

INDEMNIFICATION

The Bidder shall indemnify, save, and hold harmless the City of Saint Charles, Missouri, its employees, and

agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Bidder or its employees, agents, subcontractors, or assignees pursuant to the terms of the contract resulting from this Invitation for Bid.

ADDITIONAL INFORMATION

All goods/services must meet or exceed stated specifications. Goods or services not meeting these standards will be rejected.

Bidder shall clearly identify any deviations from the specifications in this Invitation for Bid.

Bids are subject to the terms and conditions of this Invitation for Bid, and the attached specifications for the purchase and installation of the requested goods/services. Bids must be submitted on all attached forms. Failure to do so will be considered basis for rejection.

DELIVERY

All deliveries shall be F.O.B. destination: Saint Charles City location unless otherwise stated.

PAYMENT TERMS

Payment terms shall be net thirty (30) days after delivery/installation unless otherwise stated.

BUY AMERICAN POLICY

On October 22, 1987, the City of Saint Charles amended Chapter 2 of the Revised Ordinances by adopting a "Buy American" policy under Ordinance No. 87-205. In Section 2-487.1, Products Made in the United States, this policy reads as follows: The City encourages the purchase of products manufactured, assembled or produced in the United States.

SUBMISSION OF BIDS AND SUPPLEMENTAL MATERIALS

Bids shall be submitted to the Parks & Recreation Department. If supplemental materials are required or requested, then they must be submitted to the Parks & Recreation Department as part of the bid package. Supplemental materials will not be accepted after the bids have been opened, unless requested by the Parks & Recreation Department. Submission or distribution by the bidder of unsolicited supplemental materials to City employees or Officials may result in rejection of the bid.

DISCRIMINATION POLICY

The City of Saint Charles advises the public that it does not discriminate on the basis of handicapped status, race or color, national origin, religion, age, or sex in employment or the provision of municipal services. Furthermore, the City has an Affirmative Action Plan for the purpose of promoting vigorously the objectives of equal opportunity in employment and all programs and services.

INSURANCE

The successful bidder must provide two (2) properly executed certificates of insurance prior to the signing of the contract with the City.

LIABILITY INSURANCE:

The Bidder and any subcontractor shall indemnify and save harmless the City from all suits or action of every name and description brought against the City for or on account of any personal injuries, including accidental or resulting death, or property damages received or claimed to be received or sustained by any person or persons due to the construction of the work, or by or in consequence of any hazard, or of any negligence by the Bidder or sub-contractor, their agents or employees or assigns in safeguarding it, or due to any improper material used in the construction, or by or on account of any act or omission of the Bidder or subcontractor, their employees, agents or assigns.

The Bidder shall carry adequate public liability and property damage insurance for the joint and several benefit of the Bidder and the City with a company licensed to do business in the State of Missouri and

satisfactory to the City and in the amounts not less than those specified below. The amounts of coverage required for public liability or property damage shall not be construed to limit the liability of the Bidder in protecting the City from damage or injury claims. The City shall have the right to require the Bidder to increase any or all such insurance policy limits while the contract work is in progress in the event the engineer determines that unusual or special risks revealed by the work so require and in such amounts as the engineer may determine to be adequate, and without thereby limiting the liability of the Bidder in protecting the City from damage or injury claims.

As partial security for the defense of claims and the payments required under such indemnity, the Bidder and any subcontractor shall furnish at their cost, an owner's protective insurance policy satisfactory to the City naming the City as insured for amounts not less than the Bidder's public liability and property damage insurance covering the work.

The Bidder shall comply fully with the requirements of the Workmen's Compensation Act of the State Missouri and shall furnish evidence that the Bidder is insured thereunder.

The coverage shall insure the City of its officers and employees while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed.

The cost of the insurance shall be included in the prices bid for the various items of work and no additional payment will be made therefore.

The amounts of such insurance shall be not less than the following:

- a) Bidder's Bodily Injury Liability and
Property Damage Liability Insurance:
 - 1) Injury or death of one person \$500,000
 - 2) Injury to more than one person
in a single accident \$3,000,000
 - 3) Property damage, per accident. \$3,000,000
- b) Automobile and Truck Public Liability, Bodily Injury,
and Property Damage:
 - 1) Injury or death of one person \$500,000
 - 2) Injury to more than one person
in a single accident \$3,000,000
 - 3) Property damage, per accident. \$3,000,000

Certificates of insurance sent to the City as evidence of insurance shall contain the following statements, and in their absence the certificates will not be satisfactory to the City.

- 1. The insurance evidenced by this certificate will not be cancelled or altered except after ten (10) days from receipt by the City of written notice thereof.
- 2. The insurance evidenced by this certificate expressly includes blanket underground coverage including, but not limited to, injury to or destruction of wires, conduits, pipes, mains, sewers, or other grading of land, paving, backfilling, excavating or drilling, or to injury to or destruction of property at any time resulting therefrom.
- 3. The insurance evidenced by this certificate expressly includes person injury or death, or injury to or destruction of any property arising out of blasting or explosion or the collapse of or structural injury to any building or structure due to grading of land, excavation, filling, backfilling, or tunneling.

4. A certificate of insurance must be filed with the City providing builder's risk insurance for the proposed project.
5. The City must be listed on all Certificates of Insurance as additional insured.
6. A statement of the insurance company's A.M. Best rating will be required. A rating of at least A-VI is required.

PROPRIETARY INFORMATION

All material submitted in response to this bid will become public record and will be subject to inspection after a contract is executed.

NON-APPROPRIATION

Notwithstanding other terms to the contrary, the obligation of the City under the Agreement shall cease immediately for a fiscal year in which the Park Board/City Council does not, for any reason, appropriate funds for this Agreement or any of its renewals.

TERMINATION OF CONTRACT

The City reserves the right to terminate the contract for reasons of violations by the successful bidder of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party ample time to remedy the deficiencies.

NOTICE AND INSTRUCTIONS TO BIDDERS/VENDORS
REGARDING “PROOF OF LAWFUL PRESENCE – PUBLIC BENEFITS

Effective August 28, 2008, House Bill 1549 requires local governments to have proof of a person’s lawful presence within the United States before distributing “public benefits” to that person. The statute defines public benefits very broadly as “any grant, contract, or loan provided by an agency of state or local government; or any retirement, welfare, health, postsecondary education, state grants or scholarships, disability, housing, or food assistance benefit...” In other words, this requirement may apply almost any time money or things of value are transferred by the local government.

One of the following documents must be submitted as proof-of-age and lawful presence:

- ☐ U.S. Birth Certificate (with embossed or raised seal issued by state or local government)
or a photocopy of one of the following:
- ☐ U.S. Passport (valid or expired)
- ☐ Certificate of Citizenship
- ☐ Certificate of Naturalization
- ☐ Certificate of Birth Abroad
- ☐ Valid Missouri Driver’s License
- Valid Driver’s License from your State of Residence.



City of Saint Charles

200 North Second Street • Saint Charles, MO
63301

PROOF OF LAWFUL PRESENCE - PUBLIC BENEFITS

Name: Last	First	Middle Initial	Maiden Name
Address (Street Name & Number)		Apt #	Date of Birth
City		State	Zip Code

	(Check all that apply to signer and company): <input type="checkbox"/> A Citizen of the United States <input type="checkbox"/> A Lawful Permanent Resident <input type="checkbox"/> Company uses e-Verify to Hire New Employees <input type="checkbox"/> All Employees are authorized to work in U.S.
Signature	Date (M/D/YY)

VERIFICATION: *To be completed by City Staff.* Please record the title and expiration date of either: one document from Column A *or* a Missouri driver's license (Column B) *or* one document from Column C as listed in the Notice to Applicants for Public Benefits and attach a copy of the documentation.

A - MoDOR Accepted Documentation	Or	B - MO Driver's License	Or	C - Other Federal Documentation
Document title: _____		Missouri Driver's License <input type="checkbox"/>		Document title: _____
Expiration Date (if any) _____		Expiration Date _____		Expiration Date (if any) _____

CERTIFICATION: I certify that I have examined the document(s) regarding citizenship or residency presented by the above-named applicant.*

Signature of City Staff Person:	Print Name:	Date:
---------------------------------	-------------	-------

***NOTE TO CITY STAFF:** If sufficient documentation was not presented, do not sign the certification above. Instead, please give applicant a copy of the Affidavit of Citizenship for Eligibility for Public Benefits form and attach any completed Affidavit to this document.

Penalties under state law for fraudulently obtaining public assistance benefits may include, but are not limited to, imprisonment, fines, and discontinuation of benefits and recovery of benefits fraudulently obtained.

**NOTICE AND INSTRUCTIONS TO BIDDERS/VENDORS
REGARDING §§ 285.525 THROUGH 285.550 RSMO, EFFECTIVE JANUARY 1, 2009**

Effective January 1, 2009 and pursuant to Missouri Revised Statute Section 285.530(1), “No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.”

As a condition for the award of any contract or grant in excess of five thousand dollars (\$5,000) by the state or by any political subdivision of the state (e.g. City of Saint Charles, MO) to a business entity, the business entity (Company) 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. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Section 285.530 (2) RSMo.

“Business Entity” is defined as:

... [A]ny person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “business entity” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “business entity” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “business entity” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034 RSMo. See, Sec. 285.525 RSMo

The City of Saint Charles, Missouri, in order to comply with Sections 285.525 through 285.550 RSMo, has instituted the following procedure:

Required Affidavit for Contracts Over \$5,000 (US) – Effective January 1, 2009, business entities desiring to contract with the City for the provision of service shall comply with the provisions of Sections 285.525 through 285.550 RSMo. Contract award is contingent upon Company providing an acceptable notarized affidavit stating:

1. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
2. that Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

A sample affidavit is attached hereto and can be found and downloaded on the City of St. Charles Purchasing website.

Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program’s Memorandum of Understanding (MOU)).

The City of Saint Charles encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at <http://www.dhs.gov/e-verify> or by calling 888-464-4218.

If you have any questions, please contact the Purchasing Office of the City of Saint Charles at 636-940-4668.

RETURN WITH BID

AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 RSMo et seq.

(REQUIRED FOR CONTRACTS FOR PROVISION OF SERVICES IN EXCESS OF \$5,000)

STATE OF _____)
_____)ss
COUNTY OF _____)

Before me, the undersigned Notary Public, _____(Name) personally appeared
who is _____(Title) of _____ (Company Name),
and after being sworn did depose and say:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 RSMo, et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Signature (Person with Authority)

Printed Name

Title

Date

Subscribed and sworn to before me this _____ day of _____(Month, Year).

My commission expires:

Signature of Notary

Date