



ELECTRIC WATER SEWER STORMWATER

3 Industrial Loop Drive | PO Box 1589 | Hannibal, MO 63401 | (573)-221-8050

www.HANNIBALBPW.org



Hannibal Board of Public Works Hannibal, Missouri

Carpet Cleaning and Tile Floor Waxing COMPETITIVE REQUEST FOR PROPOSAL RFP 2022-04

July 2022

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00100 INVITATION TO BID

The Hannibal Board of Public Works of the City of Hannibal, Missouri, invites you to submit a proposal for the work described below. Contract Documents are available online as instructed in Section B of this document. Questions should be directed to:

Hannibal Board of Public Works
ATTN: Purchasing Department
3 Industrial Loop Drive
PO Box 1589
Hannibal MO, 63401
(573) 221-8050
(573) 231-7125 - fax
purchasing@hannibalbpw.org

A. RFP REGISTRATION

The Hannibal Board of Public Works requests that firms interested in this RFP contact the Buyer listed in the previous section and register as a bidder. The Hannibal Board of Public Works will keep contact information in a log and notify those that have registered when addenda are issued. Bidders are advised that addenda containing additional information and instruction pertaining to this RFP may be issued at any time. It is the bidder's responsibility to verify, prior to the stated proposal opening date/time, as to whether addenda have been issued.

All Bidding Services must be licensed with the City of Hannibal and in good standing for bids to be accepted.

B. SUPPLEMENTAL PROCUREMENT DOCUMENTS

Procurement Documents for RFP 2022-04, complete with detailed supplies and services and bid form, can be downloaded by navigating to the following website and searching by current bid opportunities or name. <https://www.hannibalbpw.org> and clicking on the "I Want To" menu and selecting "See Open Bid Items" or follow this link: <https://www.hannibalbpw.org/see-open-bid-items>. You will have access to open, print and/or save the document(s).

C. SUMMARY SCOPE OF WORK

Work includes, but is not limited to, the performance of carpet cleaning and shampooing of all carpeted areas as well as complete strip and wax of all designated tile floors. Due to the nature of the work, services must be scheduled after normal business hours. Weekend schedules are possible and may be preferred. Frequency of service is twice yearly, typically spring and fall. This contract will begin in the fall of 2022 at two Hannibal Board of Public Works facilities. These locations include:

- Service Center – 3 Industrial Loop Dr.
- Wastewater Treatment Plant – 700 South Arch St.

D. PRE-PROPOSAL CONFERENCE

If needed, a pre-proposal conference may be held at the Hannibal Board of Public Works Main Office located at 3 Industrial Loop Drive, Hannibal MO 63401. Contact the following Hannibal Board of Public Works representative to RSVP:

Hannibal Board of Public Works
ATTN: Purchasing Department
3 Industrial Loop Drive
PO Box 1589
Hannibal MO, 63401
(573) 221-8050
(573) 231-7125 - fax
purchasing@hannibalbpw.org

If needed, participation in any scheduled Pre-Proposal Conference is not mandatory but is highly recommended.

E. PROPOSAL OPENING

All proposals, whether mailed or hand delivered, must be in the hands of the Purchasing Agent of the Hannibal Board of Public Works at the above address by the Proposal Opening date and time, which is **September 01, 2022, 11:00 A.M.** Any proposal received after such date and time, regardless of postmark date, will be rejected.

Proposals will be opened publicly, and the selected vendor will be determined based upon competitive negotiated procurement procedures for proposals as described in this RFP.

All proposals shall be irrevocable for ninety (90) days after the time for opening of proposals.

The term of service for the Contract will commence on signing of the contract and end on June 30th of the following year. Services may be extended upon performance and material unit price at the mutual consent of both parties.

F. PROPOSAL SUBMITTAL METHODS

FAX AND EMAIL RESPONSES ARE NOT ACCEPTABLE. All proposals must be received by the Hannibal Board of Public Works Purchasing Department by the opening date and time stated in this document. The method of submittal is at the sole discretion and risk of the Contractor. Preparation for any submittal method should be taken well enough in advance of the posted opening date and time to allow for unexpected issues. The Hannibal Board of Public Works is not responsible for submittal failures of any kind. Contractors mailing proposals or having proposals delivered should allow sufficient time to ensure receipt by the due date and time specified. Mail, express mail and delivered responses must be sealed in an opaque envelope or package and should include two sets of original documents. All bids must be clearly marked on the outside with the RFP number and opening date/time. Proposals are to be addressed to:

Hannibal Board of Public Works
ATTN: Purchasing Department
3 Industrial Loop Drive
PO Box 1589
Hannibal MO, 63401

END OF SECTION



00200 INSTRUCTIONS TO BIDDERS

A. INTERPRETATION TO BIDDER

A prospective bidder who is in doubt as to the meaning of any part of the Contract Documents or any addenda thereto, may submit a written request for interpretation. Such requests shall be directed to the Hannibal Board of Public Works Purchasing representative identified in this document or directly to the Hannibal Board of Public Works Purchasing department at one of the following options:

Hannibal Board of Public Works
ATTN: Purchasing Department
3 Industrial Loop Drive
PO Box 1589
Hannibal MO, 63401
(573) 221-8050
(573) 231-7125 - fax
purchasing@hannibalbpw.org

Any such interpretation will be made by written addendum. The Hannibal Board of Public Works will not be responsible for any explanation or interpretation of proposed documents other than by such an addendum. An oral permission or interpretation has no legal force, authority, or effect. Any addenda must be acknowledged in the proposal and will become a part of the Contract Documents. Failure to acknowledge in the proposal all addenda issued may constitute grounds for rejection of that proposal.

All requests for interpretations must be received in the Purchasing Department no later than **five calendar days prior to the proposal opening date**. Requests received after that date will not be answered. Persons submitting a request will be responsible for its prompt delivery.

The terms “bid” and “proposal” are synonymous when used in this document.

B. SIGNATURE ON PROPOSALS

Each proposal must be signed in ink and include the full business address of the bidder. Proposals by partnerships must be signed in the partnership name by one or more of the general partners. Proposals by a corporation must be signed by an officer of the corporation or other person authorized to bind the corporation to the proposal. The names and titles of all persons signing shall be typed or printed below their signatures.

C. EVALUATION AND SELECTION PROCESS

The proposal evaluation and selection process will be conducted under this Request for Proposal (RFP) based on competitive negotiated procurement procedures. Interviews, discussions, negotiations and a Best and Final Offer (BAFO) may be held only with selected firms from those firms who meet the Hannibal Board of Public Works requirements and fall within the competitive range as determined by the Hannibal Board of Public Works. The Hannibal Board of Public Works reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. However, the Hannibal Board of Public Works reserves the right to award a contract to a firm solely based on this initial proposal submitted and without any further interview, discussions, and negotiation.

If the Hannibal Board of Public Works determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Hannibal Board of Public Works may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

Each Proposer must comply with the requirements contained in the RFP. Deviation from the requirements will be evaluated, but may, in the discretion of the Hannibal Board of Public Works, result in rejection of a proposal.

The Hannibal Board of Public Works will evaluate each proposal to determine which is the lowest and best (i.e., Best Value). The Board of Public Works reserves the right to waive informalities and to accept or reject any or all proposals submitted.

If the Hannibal Board of Public Works determines that a proposal has failed to meet an acceptable level on any factor listed below, the Board of Public Works may reject that proposal.

EVALUATION CRITERIA

In evaluating the proposals, the Hannibal Board of Public Works will use the following evaluation factors to determine the lowest and best proposal. Deviation from the requirements will be evaluated, but may, in the discretion of the Hannibal Board of Public Works, result in rejection of a proposal.

- 70% Total Cost
- 30% Adherence to RFP requirements, including responses to Section C of the Bid Form, titled Questions/Requests for Submittals

If the Hannibal Board of Public Works determines that a proposal has failed to meet an acceptable level on any factor listed above, then the Hannibal Board of Public Works may reject that proposal.

In determining which proposal best meets Board of Public Works' requirements, the Hannibal Board of Public Works may consider additional factors it deems relevant whether such factors have been specified in this Request for Proposal. Other criteria include, but is not limited to, implementation process and time, past performance, expertise, and established capabilities or references.

Bidders should consider these factors when preparing their proposals and should provide a specific response to each of the evaluation factors.

Based on the evaluation process described, the Hannibal Board of Public Works' Administration will review the proposals.

D. BIDDER'S RESPONSIBILITIES

By submitting a proposal, each bidder represents that they are familiar with, assumes full responsibility for having familiarized themselves with, and will comply with the content of the Contract Documents, the nature of the work, the locality, permits, licenses, and all local conditions, together with all applicable Federal, State, and local laws and ordinances.

E. PROPRIETARY INFORMATION

Proprietary Information: Pursuant to Section 610.010.15 of the Revised Statutes of Missouri, Hannibal Board of Public Works may close records that relate to scientific and technological innovations in which the owner has a proprietary interest. If you plan to submit such information with your proposal and wish to keep it confidential, please submit it in a separate envelope with your proposal and clearly mark it "CONFIDENTIAL AND PROPRIETARY SCIENTIFIC AND/OR TECHNOLOGICAL INFORMATION." This information must not include prices, terms and conditions, Bidder's qualifications, or any other information submitted in response to this Request for Proposal. Any information that does not fall within Section 610.010.15 or other exception to Missouri's Sunshine Law (Section 610.010 R.S.Mo., et seq.) is a public record and will be disclosed upon request.

F. ERRORS IN PROPOSALS

Each bidder must carefully examine their proposal prior to submission. Failure to do so is at the bidder's risk. The bidder is responsible for any errors therein. Claim of oversight is not a basis for permitting withdrawal of a proposal after opening. There shall be no erasures in any proposal. Any changes must be made by striking the portion to be changed with the change noted above the deleted portion, followed by the bidder's initials and date.

G. PROPOSAL WITHDRAWAL

Proposals may be withdrawn at any time prior to the time for the opening of proposals.

H. REQUIRED AFFIDAVIT FOR CONTRACTS OVER \$5,000 DOLLARS (US)

Company shall comply with the provisions of Section 285.525 through 285.550 of the Revised Statutes of Missouri. Contract award is contingent on 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 the contracted services.

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

I. SALES TAX EXEMPTION NOTICE

This is to notify Bidders that certain materials incorporated into the project are exempt from Missouri sales tax pursuant to the provisions of Section 144.062 R.S.Mo. The selected Contractor will receive a Project Exemption Certificate and a Missouri Tax Exemption letter from the Hannibal Board of Public Works to use in purchasing materials on a tax-free basis. It will be the contractor's responsibility to provide the documentation to any Subcontractor or Supplier. These documents will be used solely for purchase of materials being directly incorporated into or consumed in the construction of the work under this Agreement.

J. OSHA COMPLIANCE

Contractor shall comply with all applicable OSHA rules.

K. DIVERSITY

The Hannibal Board of Public Works encourages diversity and requires that contractors shall comply with all applicable local, state, and federal laws relating to equal employment opportunities.

L. STANDARD BIDDING INSTRUCTIONS AND GENERAL CONDITIONS

Any order arising from this Bidding Event will be subject to the following WHICH ARE INCORPORATED HEREIN BY REFERENCE:

1. Hannibal Board of Public Works Missouri Standard Bidding Instructions

The referenced documents are available upon request.

M. LIABILITY AND INDEMNITY

In no event shall the Hannibal Board of Public Works be liable to the Contractor for special, indirect, or consequential damages, except those caused by the Hannibal Board of Public Works' gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the Hannibal Board of Public Works shall be limited to the amount of money to be paid or received by the Hannibal Board of Public Works under this contract.

The Contractor shall defend, indemnify and save harmless the Hannibal Board of Public Works, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract.

The Contractor shall indemnify and hold the Hannibal Board of Public Works harmless from all wages and overtime compensation due any employees in rendering services pursuant to contract awarded from this bid proposal or any subcontract arising therefrom, including payment of all reasonable attorneys' fees and costs in the defense of any claim made pursuant to the Fair Labor Standards Act, the Missouri Minimum Wage Act, or any other federal, state, or local laws.

The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against Hannibal Board of Public Works, its elected or appointed officials, agents, and employees, for which indemnification is sought.

The indemnification obligations herein shall not negate, abridge, or reduce in any way any additional indemnification rights of the Hannibal Board of Public Works, its elected or appointed officials, agents, and employees, which are otherwise available under statute, or in law or equity.

END OF SECTION

00410 BID FORM

A. NAME OF BIDDER:

1. [To be used if Contractor is a corporation]

_____, a corporation organized and existing under the laws of the State of _____, with its principal office and place of business in the City of _____, with the address of _____.

2. [To be used if Contractor is a partnership]

_____, a partnership consisting of _____ and _____ of the City of _____ with the address of _____.

3. [To be used by an individual or sole trader]

_____, doing business as _____ of the City of _____, with the address of _____.

B. TO:

HANNIBAL BOARD OF PUBLIC WORKS
3 INDUSTRIAL LOOP DRIVE
PO BOX 1589
HANNIBAL, MISSOURI 63401

The undersigned proposes to furnish at their own risk, cost, and expense all labor, tools, equipment, materials, supplies, facilities, transportation, and other means necessary to perform the as set out in this RFP in strict accordance therewith, for the prices reflected below:

C. QUESTIONS / REQUESTS FOR SUBMITTALS

Bidder shall include with submission of proposal sufficient and detailed responses to the following questions and/or requests for submittals. Responses should be submitted in a clear form that corresponds to the numbering format contained herein. Failure to provide this information as instructed may result in rejection of proposal:

1. Bidder to provide complete details as to how their firm is qualified to perform the work identified within this RFP. Details should include, but not necessarily be limited to:
 - Applicable job history including references (complete with contact information) from contracts similar in scope to this RFP
 - Details, experience, and/or resumes for employees that will work on this contract (include training programs, certifications, etc. as applicable to the RFP)
 - General company information (years in business, name changes, etc.)
 - Information on applicable prior projects completed for the Hannibal Board of Public Works
2. Safety and Loss Control
 - a. Will a full-time or part-time safety professional be utilized on this Contract? If yes, provide details including the name and contact information for the safety professional.
 - b. Does your organization conduct documented safety inspections? If yes, provide details including the frequency of the safety inspections, who conducts the inspections, etc.
 - c. Provide details regarding your organization's Written Safety Program:
 - i. Written Safety Program is currently on file with Hannibal Board of Public Works (provide most recent revision date)
 - ii. Written Safety Program is included with response to this RFP
 - iii. No Written Safety Program
3. Listing of equipment:
 - a. Type and size of equipment to be used for work under this Contract.
 - b. Listing of which equipment is owned, rented, and leased.

EXCEPTIONS

The undersigned declares that the following list states all variations from and exceptions to the requirements of the Request for Proposal and that otherwise it is the intent that the bid items will be strictly in accordance therewith. If no exceptions are taken, state "NONE". (Note: use separate page, if necessary)

ADDENDA

The undersigned declares that the following listed addenda have been received and all changes required by them are included in the bid amount. If no Addenda have been received, state "NONE". (Note: use separate page, if necessary). Bidders are advised that addenda containing additional information and instruction pertaining to this RFP may be issued at any time. It is the bidder's responsibility to verify, prior to the stated proposal opening date/time, as to whether addenda have been issued.

AUTHORIZED SIGNATURE

The undersigned declares that all interested principals are named herein. No other person or firm has any interest in the proposal or agreement to be entered into; that this proposal is made without collusion with any other person, company, or party, submitting a proposal.

The Bidder recognizes that the Hannibal Board of Public Works reserves the right to accept or reject any or all proposals and to waive any technicality or informality therein.

In making this proposal the undersigned has considered each provision of all said Bid Documents.

Firm Name: _____
Name: _____
Title: _____
Signature: _____
Date: _____
Phone #: _____
Fax #: _____
Email: _____

END OF SECTION



00425 AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20__ entered by and between the HANNIBAL BOARD OF PUBLIC WORKS OF THE CITY OF HANNIBAL, MISSOURI, hereinafter referred to as "Owner" and

- A. [to be used if Contractor is a corporation] _____ a corporation organized and existing under the laws of the State of _____ with its principal office and place of business in the City of _____,
- B. [to be used if Contractor is a partnership] _____ a partnership consisting of _____ and of the City of _____,
- C. [to be used by an individual or sole trader] _____ doing business as _____ of the City of _____, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

THAT, WHEREAS, Owner has heretofore caused to be prepared certain Contract Documents for furnishing of all specified rental items and performing work therein fully described, and the Contractor did, on the _____ day of _____, 20__ file with Owner his offer and bid to furnish the material and perform the work described in the Contract Documents on the terms set forth in his offer, and,

WHEREAS, owner duly accepted the proposal and awarded a contract therefore to Contractor, based upon said bid,

NOW, THEREFORE, IT IS AGREED,

- A. The Contract Documents (as defined in the General Conditions) are attached hereto and made a part hereof by reference, and those, together with this agreement, comprise the entire agreement between the parties.
- B. The Contractor agrees, in the manner set forth in the Contract Documents, to furnish all specified rental items necessary to perform the work herein described at the price established in the Bid Form of the Contract Documents. Time is of the essence in completion of this contract.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first above written.

HANNIBAL BOARD OF PUBLIC WORKS OF THE CITY OF HANNIBAL, MISSOURI

By:

Darrin Gordon
General Manager

ATTEST: _____

Approved as to Form and Content:

Mathew N. Munzlinger
Director Of Operations

Date

CONTRACTOR:

Company Name

By: Authorized Representative's Signature

Print Name

Title

ATTEST: _____
Signature

Print Name

Title

END OF SECTION



00820 GENERAL REQUIREMENTS

- 1 GENERAL
 - 1.01 Provide carpet cleaning and shampooing of all designated carpeted areas.
 - 1.02 Completely strip and wax all designated tile floors.
 - 1.03 Work is to be performed at the Service Center (3 Industrial Loop Drive, Hannibal, MO 63401) and Wastewater Treatment Plant (700 S. Arch Street, Hannibal, MO 63401).
 - 1.04 Due to the nature of the work, services must be scheduled after normal business hours. Normal business hours are Monday – Friday 7:30 A.M. – 4:00 P.M. Weekend schedules are possible and may be preferred.
- 2 MATERIALS AND EQUIPMENT
 - 2.01 Contractor shall supply all materials and equipment to complete the work as set out in the scope of the agreement.

END OF SECTION

01140 CONTRACTOR’S USE OF PREMISES

- 1 GENERAL
 - 1.01 Limit use of the premises to the work indicated.
 - 1.02 Portions of the facilities beyond areas on which work is required are not to be disturbed.

END OF SECTION

01200 MEASUREMENT AND PAYMENT

- 1 GENERAL
 - 1.01 Perform the work based on the price established by the bid form.
- 2 MEASUREMENT AND PAYMENT
 - 2.01 Any work not itemized on the bid form shall be considered part of and incidental to the bid items listed.

END OF SECTION

01310 MEETINGS

1 GENERAL

1.01 A meeting may be required prior to start of the work to discuss any aspects of the job.

1.02 The Hannibal Board of Public Works or Contractor may at any time request a meeting to discuss any aspect of the contract.

END OF SECTION

01410 REGULATORY REQUIREMENTS

1 GENERAL

1.01 Conduct all work activities in conformance with all applicable Federal, State, and local laws, regulations, and ordinances, including the Occupational Safety and Health Act of 1970 (OSHA).

END OF SECTION

01425 REFERENCES

1 GENERAL

1.01 REFERENCES AND ABBREVIATIONS

The latest edition of the following specifications covers certain materials and methods to be utilized by the Contractor. Abbreviations as used in the Contract Documents mean the following:

A. OSHA: Occupational Safety and Health Administration

1.02 REFERENCES AND DATES

All Standards references apply to the most current versions of these standards except where noted.

END OF SECTION

01450 CONTRACTORS QUALITY CONTROL

1 GENERAL

1.01 Establish a quality control system to ensure performed work is completed based on the agreed scope of work. The Hannibal Board of Public Works may perform inspections for quality assurance as deemed necessary by Director of Operations or applicable appointed individual.

END OF SECTION

01460 INSPECTIONS

1 GENERAL

- 1.01 All work is subject to inspection or examination at any time by the Director of Operations or applicable appointed individual.
- 1.02 The Inspector shall be the designated representative of the Director of Operations or applicable appointed individual.
- 1.03 The Director of Operations or applicable appointed individual has the right and authority to determine whether the work is being done in accordance with the requirements of the Contract Documents. The decision of the Director of Operations or applicable appointed individual as to the acceptance of any completed work will be final.

END OF SECTION

01770 CONTRACT DEFAULT

1 GENERAL

- 1.01 The Hannibal Board of Public Works shall notify the Contractor of any defects or defaults in performance which may have been discovered upon final inspection. The Contractor shall remedy promptly all such defects or defaults before the work shall be accepted by the Hannibal Board of Public Works.
- 1.02 In the event the Contractor fails to remedy such defects or defaults within thirty (30) days after notification, the Hannibal Board of Public Works may elect to correct these defects or defaults and deduct the cost of such corrections from the amount due the Contractor or bill the Contractor for such corrections.

END OF SECTION