

**MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES
JOPLIN, MISSOURI**

**JANITORIAL SERVICES
RFB-D7-09-063**

The Missouri Highways and Transportation Commission (Missouri Department of Transportation – MoDOT) is requesting bids from vendors for the purpose of cleaning MoDOT District 7 Offices.

MoDOT Mission Statement: Our mission is to provide a world-class transportation experience that delights our customers and promotes a prosperous Missouri

The Missouri Highways and Transportation Commission (Missouri Department of Transportation – MoDOT) is requesting bids from professional contractors that have similar performance standards.

**SECTION (1):
GENERAL DESCRIPTION AND BACKGROUND**

- 1. Request for Bid:** This document constitutes a RFB from qualified organizations to provide Janitorial Services to MHTC and the Missouri Department of Transportation (**MoDOT**).
- 2. Fiscal Year:** This fiscal year runs from July 1, 2009 to June 30, 2010.
- 3. Contract Period:** July1, 2009 to June 30, 2010.
- 4. Renewals:** The MHTC shall have the right, at its sole option, to renew the contract for Two (2) additional one-year periods, or any portion thereof. In the event the MHTC exercises such right, all terms and conditions, requirements and specifications of the contract, including all prices, shall remain the same and apply during the renewal period.
- 5. Touring of Buildings:** Potential Bidders shall attend a tour of the buildings(s) located at 3901 E. 32nd Street, Joplin, MO 64804. See Event Schedule (page 2) date and time of day. Potential bidders shall not be permitted to schedule a tour at a different time or date. A record of those potential bidders attending the tour will be maintained for verification purposes.

The purpose of the tour is to allow potential Bidders an Opportunity to inspect the buildings prior to submitting a bid.

Each Bidder is solely responsible for the prudent and complete personal inspection, examination, and assessment of the work site(s) condition, facilities and/or any other existing condition, factor or item that may affect or impact on the performance of service described and required by the contractual requirements. The Bidder shall not be relieved of responsibility for performance under the contract for any reason whatsoever, including, but not limited to, (1) the Bidders failure to observe existing conditions, etc.

6. Pre-Bid Conference: A pre-bid conference will be held on **June 2, at 2:00 P.M.** at District Seven General Service Building, 3901 E. 32nd Street, Joplin, MO 64804. All potential Bidders are required to attend this conference.

7. RFB Schedule of Events: The following RFB schedule of Events represents MoDOT's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 7:30 a.m. and 4:00 p.m. Central Daylight Time.

MoDOT reserves the right at its sole discretion to expand this schedule, as it deems necessary, without any notification except for the deadline date for submitting bids.

EVENT	DATE	TIME
MoDOT Issues RFB	May 20, 2009	4:00 PM CDT
Pre-Bid Conference	June 2, 2009	2:00 PM. CDT
Building Tour	June 2, 2009	3:00 PM. CDT
Deadline for written Comments	June 4, 2009	1:00 PM CDT
Deadline for MoDOT's Issuing Responses to Written comments	June 5, 2008	1:00 PM CDT
Deadline for Submitting Bid	June 10, 2009	1:00 PM CDT
Recommendation of Award	June 11, 2009	1:00 PM
Contractual Effective Date	First day of the month after Notice to Proceed is granted.	

8. Clarification of Requirements: Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Chris Stephens (buyer), Missouri Department of Transportation, 3901 E. 32nd Street, Joplin MO 64804, (417) 629-3404 (phone) or Christina.Stephens@modot.mo.gov. (Email). All written questions must be addressed to Chris Stephens no later than 1:00 p.m. CDT, June 4, 2009. Once all the questions are gathered, MoDOT will issue an addendum and post the responses to all questions on-line for vendors to retrieve. All pre contract communications must be addressed to the buyer only. http://www.modot.mo.gov/business/contractor_resources/g_s_bidding/GeneralServices.htm

9. All bids must be received no later than 1:00 p.m., CST, June 10, 2009 at the General Services Building located at 3901 E. 32nd Street, Joplin MO, 64804.

**SECTION (2):
SCOPE OF WORK**

1. Specific Requirements

- A. **Daily:** The contractor shall perform the following tasks five (5) nights each week, Monday through Friday, excluding state holidays, between the hours of 4:00 p.m. – 10:00 p.m.

NOTE: Shift hours are negotiable

Janitorial workers will not be on the job during normal work hours (7:30 a.m. until 4:00 p.m.). Additional duties may be performed on weekend days as scheduled with the D7 Facilities Coordinator. Otherwise, no Janitorial personnel shall be on MoDOT premises other than the scheduled times as stated in this contract. Any schedule changes must have a minimum of forty-eight (48) hours prior notice and approval by **D7 Facility Coordinator** or the Agency's designated personnel.

Floors

1. Sweep and dust mop all floors daily with dust control treated mop.
2. Damp mop all tiled or vinyl floors.
3. Vacuum carpets nightly.
4. All floors must be maintained so as to provide an anti-slip walking condition.
5. Rust spots and stains resulting from furniture or walls being moved must be cleaned within (5) working days.
6. Sweep and damp mop all stairwells nightly.

Restrooms

1. Floors swept and detergent disinfected mopped.
2. Fixtures and supply piping cleaned and sanitized daily.
3. Mirrors cleaned daily.
4. Sanitary napkin waste receptacles cleaned and sanitized daily.
5. Stall partitions and walls cleaned daily.
6. Waste receptacles emptied and debris placed in designated areas.
7. Hand soap receptacles, paper towels, toilet paper refilled/ changed out.

Receptacles

1. Waste receptacles emptied and new plastic liners installed and placed daily in designated (dumpster) areas. Receptacles washed as needed.
2. Sand urns sifted, soiled sand emptied and refilled as needed.

Glass

All Entrance door glass and adjacent windows cleaned daily both interior and exterior.

Miscellaneous

1. Drinking fountains cleaned and sanitized daily.
2. Clean and polish breakroom sinks and countertops

3. Turn off lights, fans, etc., when nightly cleaning is completed.

B. **Weekly:** The contractor shall perform the following tasks on a weekly basis

Dusting

1. Desks, filing cabinets, bookcases, chairs (including the legs), tables (including the legs), and other office furniture dusted with dust control treated cloths.
2. Windowsills, ledges, moldings, picture frames, etc. dusted with dust control treated cloths.
3. Cobwebs removed.

Floors

1. Damp-mop all floor areas not mopped on a daily basis.
2. Spot clean carpets.

Miscellaneous

1. Spot clean walls and switch plates.

B. **Monthly:** The contractor shall perform the following tasks on a monthly basis. All work completed within (30) calendar days. **D7 Facilities Coordinator** shall be notified of all work in progress.

Floors

1. Tile and grout stains and soil will be removed
2. Strip old wax and refinish. Apply skid proof floor finisher and buff this will be done at the beginning of contract and at monthly intervals, to notify D7 Facilities Coordinator when cleaning is done.
3. Sweep storage areas the **first week of each month.**

Miscellaneous

Vacuum all upholstered furniture including modular panels.

C. **Quarterly:** The contractor shall perform the following tasks on a quarterly basis.

Floors

Shampoo carpets at the beginning of the contract and at quarterly intervals. Notify Facilities Coordinator when cleaning is done.

Miscellaneous

1. Clean all registers, heating and cooling ventilators, tops of partitions exposed pipes, tops of lighting fixtures and ceiling fans for removal of dust and cobwebs.
2. Wash and clean all windows both interior and exterior including frames and mullions.

D. **Annually:** The contractor shall perform the following tasks on an annual basis and shall **notify D7 Facilities Coordinator** or designated personnel when cleaning is done.

Miscellaneous

1. Clean all wall surfaces, taking care not to use any liquid that will mar or scratch the walls or partition panels.
2. Thoroughly wash and clean all light fixtures lenses and light tubes.

NOTE: Weekly reviews with the Manager of the contracted company will be required. Both parties will mutually agree upon the dates and times.

2. Personnel Requirements:

- a. The contractor shall be responsible for all supervision required to satisfactorily perform the requirements of the contract.
- b. The successful bidder shall keep on the job at all times, when work is in progress, a competent supervisor shall be appointed that is satisfactory to MoDOT to ensure compliance.
- c. No supervisory changes shall be made without notification and shall be subject to approval by MoDOT.
- d. The supervisor shall represent the Contractor in his absence and all instructions given to him shall be binding on the Contractor.
- e. Work shall be by employees **skilled** in their trade and shall be in accordance with the Bid Information and Specifications set forth in this Bid Invitation for Janitorial Services.
- f. **Attach list** of personnel, including supervisor to perform contract. Updates must be provided as changes occur.
- g. In the event problems with personnel should occur, MoDOT shall have the right to request and be granted immediate personnel revisions by the vendor.
- h. Contractors and contractor employees shall be held to the same standards as MoDOT employees.

3. Equipment and Supply Requirements:

- a. The contractor must furnish maintain, in good repair, including, but not limited to mops, brooms, shampooers, buffers, sweepers, vacuums, etc., and any other janitorial services.
- b. The contractor may own or rent, at the contractor's expense equipment for performing the requirements of the contract.
- c. The Commission will furnish toilet tissue, paper towels, liquid hand soap, light bulbs and sanitary liners. The contractor will place these items in their respective receptacles.
- d. The contractor shall furnish all chemicals/cleaning supplies including but not limited to stripper, wax, shampoo, and glass cleaner, etc.
- e. The Contractor shall not use any products, supplies or equipment, which may be injurious or damaging to the surface upon which they are applied.

4. Security Requirements:

- a. The contractor shall be responsible for keeping the Commission's areas of the building locked while the contractor or the contractor's employees are on the premises. Only authorized persons shall be permitted on the premises. The Contractor shall be responsible for locking all doors and turning lights off upon completion of the janitorial services.

- b. The contractor shall be held responsible for any breakage, damage, and/or loss of the Commission's equipment or supplies through negligence and or other inappropriate action of the contractor or the contractor's employees while working on the Commission's premises.
- c. The Contractor shall not use nor allow the contractor's employees to use any Commission equipment, supplies and/or telephones, without prior approval by the Commission.
- d. All employees must wear, at all times, an ID tag with employee name and company name.
- e. All employees of the successful bidder shall under go a complete criminal background check, which **shall be submitted to and approved by D7 MoDOT before employees will be allowed on the premises to perform work for the contractor**. The successful bidder shall pay for any expenses for background checks. This applies to all new employees hired after the start and during the period the contract is in force. Background checks from the Local Police Department will be required prior to entry by any Contractors employees. State Highway Patrol background checks will be due approximately six weeks from notice to proceed date.

5. Insurance:

Prior to beginning of work the contractor shall furnish the Commission with the following insurance coverage and such coverage shall be kept in effect during the agreement period. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.

This insurance shall be written for not less than any limits of liability specified as part of this contract or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:

- 1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained **if** required by law.
- 2) Public Liability (includes property damage and personal injury):
 - i. Not less than \$50,000 for any one person in a single accident or occurrence.
 - ii. Not less than \$250,000 for all claims arising out of a single occurrence.

NOTE: The successful vendor must provide a copy of their certificate(s) of insurance naming MoDOT as the holder within 5 working days of Notice of Award. Notice to Proceed will not be issued until insurance certificate(s) have been received and verified.

6. Department Responsibility:

- a. Process payments promptly.
- b. Payment will be made within 30 days of the end of the month or when invoice is received, whichever is later.

- c. Advise the contractor in writing to infractions of the contractor's employee.
- d. Advise the contractors contact person of any unsatisfactory performance verbally within one week. Repeated unsatisfactory performance will be forwarded to the contractor in writing (see section 7, items I and J for further clarification).

7. General Conditions:

- a. The various task and schedules for performance of work, as outlined in this contract, are not to be taken as limiting. All work is to be preformed in a manner satisfactory to and acceptable by the Missouri Department of Transportation Commission. The intent of this contract is to provide for the building, office equipment and furniture being kept clean and in first-class condition.
- b. The contractor shall use no product, supplies or equipment, which are injurious or damaging to the surfaces to which they are applied.
- c. The contractor's employees are not to dust desk or table tops that have papers, etc. on them. Any tops to be cleaned shall have all papers removed at the end of each workday.
- d. If special attention is needed a note shall be left in a mutually determined area, and/or a phone call made to the contractor, or contractor's supervisor.
- e. The contractor shall submit a monthly invoice to the Missouri Department of Transportation B & B offices, 3901 E. 32nd Street, Joplin, MO 64804.
- f. The contractor shall fully coordinate his or her activities in the performance of the contract with the commission's designated representative.
- g. The contractor shall not assign any interest in the contract and shall not transfer any interest whatsoever, in the contract without the prior written consent of the commission.
- h. The Commission reserves the right to terminate the contract at any time, for the convenience of the commission, without penalty or recourse, by giving written notice to the contractor at least thirty (30) days prior to the effective date of such termination. The Contractor agrees to continue to provide all herein services up to the effective date of the cancellation of this Agreement
- i. Inspection Report: Inspection reports (see page 21) will be completed monthly and provided to D7 Management. These reports weight general cleanliness of the District Office. If percentages fall under 60%, warning letters will be issued to the contractor.
- j. Written Warnings: If below par workmanship issues arise, written warnings will be issued. After two (2) written warnings are issued due to problems or quality of performance, the third written warning will include an immediate dismissal of contract with all keys required to be turned in on that date prior to close of business.
- k. All keys or entry badges issued will be recorded with the person's name of which received them. If any key or entry badge is not returned upon completion of contract as stated in this document, \$25.00 per card and/or key will be charged and deducted from the next or final invoice.
- l. The contractor shall be responsible for any and all injury or damage as a result of any service rendered under the terms and conditions of the contract.
- m. Contractor shall comply with all the provisions of Executive Order 94-03 issued by the Honorable Mel Carnahan, Governor of Missouri on January 14, 1994, which prohibits discrimination against recipients of services and employees or applicants or employment of state contractors and subcontractors, on the grounds of race, color, religion, national origin, sex, age, disability, or veteran status.
- n. The Contractor shall also comply with all state and federal statues applicable to and relating to nondiscrimination, including, but not limited to, Chapter 213, RSMO; Title

VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000e, et seq.© and with any provision of the “Americans With Disabilities Act” (42 U.S.C. Section 1201 et seq.).

- 1.) Sanctions for Noncompliance: In the event of the Contractor’s noncompliance with the nondiscrimination provisions for this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - iii. cancellation, termination or suspension of the contract, in whole or in part
- o. The Contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Contractor performance under this Agreement, the Contractor assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees. The Contractor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.
- p. This Agreement shall be construed according to the laws of the state of Missouri. The Contractor shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement. The Contractor must be registered and maintain good standing with the Secretary of State of Missouri and other regulatory agencies, as may be required by law or regulation.
- q. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- r. No service received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said service. All services which do not comply with the specifications and/or requirements or which are otherwise unacceptable may be rejected. All specifications must be met and certified by D7 Facility Coordinator or designated personnel on a weekly basis before payment of monthly invoice can proceed. Visual inspection of work on this contract shall be made on a weekly basis, written on a monthly basis. MoDOT will state any unacceptable

- work items in writing to Contractor therefore giving contractor 5 days to correct. If work is not corrected a penalty of \$10 per day, per unacceptable work item will be assessed for work not satisfactorily completed on time according to the schedule set forth in the specifications and shall run concurrently until the problem has been corrected. This amount will be deducted from the current invoice before any payment is made. Contractor may dispute by writing a formal complaint to the District Engineer.
- s. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Contractor responsible for damages.
 - t. The Contractor must maintain all records relating to this Agreement including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.
 - u. It is agreed by the parties that any action at law, suit in equality, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.
 - v. Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Contractor and the Commission.

8. Bidding Requirements:

- a. The contractor shall provide Cleaning services for the Missouri Department of Transportation District 7 District Offices located at 3901 E. 32nd Street, Joplin, MO 64804, in accordance with the terms and conditions set forth herein. The contractor must perform cleaning services as outlined in the "Scope of Work" and "Specific Requirements" in a manner satisfactory and acceptable to the Missouri Department of Transportation.
- b. All interested bidders may tour the facilities at the scheduled times identified in the Event Schedule (page 2).
- c. A copy of the bidder's current Liability Insurance shall accompany the bid response.
- d. A sealed bid must be received no later than: **June 10, 2009 Time: 1:00 pm** at the Missouri Department of Transportation, 3901 East 32nd Joplin MO 64804. All bids will be opened at that time. Bids are to be returned in an envelope plainly marked **Attention: Chris Stephens RFB D7-09-063 Janitorial Services** sealed bid.
- e. The date specified for the return of bids/quote/proposals is a firm deadline and all bids and latest printed literature and detailed specifications of the equipment offered must be received at the designated office by that time. The Department does not recognize the **U.S. Mail, United Parcel Service, Air Express**, or any other organization, as its agent for purposes of accepting proposals. Any proposals arriving at the designated office after the deadline specified will not be considered.

f. The Missouri Department of Transportation reserves the right to reject any and all bids. Once the sealed proposals are opened, bidders cannot change, supplement, or withdraw the bids without the written permission of the Highway Commission.

1. CONTRACT PERIOD:

The contract begins on the first of the month following the “Notice to Proceed” and ends June 30, 2010.

2. CONTRACT EXTENSION:

The Missouri Department of Transportation shall have the right, if mutually agreed upon, to extend the contract period for two (2) one-year extensions.

3. PRICING: ALL PRICING SHOULD BE PROVIDED ON PAGE 11.

4. MBE/WBE Certification:

Executive order 98-21 directs state agencies to increase the participation of certified minority business enterprises (MBE) and women business enterprises (WBE) in state procurement. MBE/WBE certification is required to be considered an eligible MBE/WBE in meeting participation goals. If you qualify as a MBE or aWBE as defined in 37.020 RSMo, please mark the appropriate blank below.

MBE

WBE

BOTH

Vendors who are interested in obtaining information about MBE/WBE certification should contact:

The Office of Equal Opportunity

1-877-259-2963 (toll-free #)

or visit the following Internet

address: www.oa.state.mo.us/oeo/Certification_Program.html

5. FEDERAL WORK AUTHORIZATION PROGRAM

Pursuant to 285.530 RSMo, the bidder/offeree must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- submitting a completed, notarized copy of ATTACHMENT 3, AFFIDAVIT OF WORK AUTHORIZATION and
- providing documentation affirming the bidder’s/offeree’s enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

PRICING PAGE

The bidder shall provide a firm fixed per month price for the original contract period and a maximum per month for each potential contract period for providing all services in compliance with the requirements of this Request For Bid. All costs associated with providing the required services shall be included in the stated price(s). In the event that D7 exercises its options to renew the contract(s) for additional one-year period(s) pursuant to the applicable provisions outline in this document, the bidder shall provide the maximum increase or minimum decrease for each renewal period. The bidder is cautioned that the percentages shall be computed against the **ORIGINAL contract prices during renewal periods. Furthermore, the Bidder is advised that D7 does not automatically grant increases at the time of renewing the contract and that if an increase is requested, documentation of need must be provided at the time of renewal.**

MODOT DISTRICT 7 OFFICES DESCRIPTION	ORIGINAL CONTRACT PERIOD <i>Firm Fixed Price</i>	1st RENEWAL PERIOD <i>Maximum Price</i>	2nd RENEWAL PERIOD <i>Maximum Price</i>
Janitorial Services as described in bid and specifications			
	Price Per Month	Price Per Month	Price Per Month

PLEASE COMPLETE BELOW:

DATE: _____ RFB # _____

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX NO: _____

BY (Signature) _____

TYPE/PRINT NAME: _____ TITLE: _____

BIDS MUST BE RETURNED IN A SEALED ENVELOPE CLEARLY MARKED AS

“RFB # D7-09-063 (Janitorial Service)” IN THE LOWER LEFT CORNER OF THE ENVELOPE.

The contract will be awarded to the lowest responsive bidder demonstrating the necessary knowledge, experience, and resources to accomplish the requirements set forth herein. In the event this contract is terminated prematurely, MoDOT reserves the right to offer the remaining contract period to the next lowest bidder provided that vendor meets all criteria set forth in the aforementioned sentence. The Missouri Department of Transportation reserves the right to reject any bid received as unacceptable for reasons which may include but not necessarily limited to: 1.) Receipt of any information, from any source, regarding unsatisfactory performance of similar services by the bidder within the past five (5) years; and/or 2.) failure by the bidder to demonstrate familiarity with the physical layout and condition of the buildings to be cleaned.

BIDDER'S EXPERIENCE AND RELIABILITY

1. Experience and reliability of the bidder's organization will be considered in the evaluation for awarding this contract. Therefore, the bidder is advised to submit adequate information to document successful and reliable experience in past performance. Complete the following forms to provide this information. Attach additional pages if necessary.

1	PRIOR SERVICES PERFORMED FOR:
Company Name	
Street Address	
City, State, Zip	
CONTACT AT COMPANY FAMILIAR WITH YOUR PERFORMANCE:	
Title	
Telephone Number	
Total # of Sq. Feet Cleaned	
Description of Cleaning Services	

2	PRIOR SERVICES PERFORMED FOR:
Company Name	
Street Address	
City, State, Zip	
CONTACT AT COMPANY FAMILIAR WITH YOUR PERFORMANCE:	
Title	
Telephone Number	
Total # of Sq. Feet Cleaned	
Description of Cleaning Services	

3	PRIOR SERVICES PERFORMED FOR:	
	Company Name	
	Street Address	
	City, State, Zip	
	CONTACT AT COMPANY FAMILIAR WITH YOUR PERFORMANCE:	
	Title	
	Telephone Number	
	Total # of Sq. Feet Cleaned	
	Description of Cleaning Services	

4	PRIOR SERVICES PERFORMED FOR:	
	Company Name	
	Street Address	
	City, State, Zip	
	CONTACT AT COMPANY FAMILIAR WITH YOUR PERFORMANCE:	
	Title	
	Telephone Number	
	Total # of Sq. Feet Cleaned	
	Description of Cleaning Services	

Bidders Name:

CONTRACT

This contract by and between the Missouri Department of Transportation and

(hereinafter referred to as "Contractor").

WITNESSETH THAT:

Contractor agrees to perform janitorial service, in accordance with the proposal and specifications, as outlined in the Missouri Department of Transportation's RFB # D7-08-087 for **MoDOT District 7 Office Complex**, furnishing at the Contractor's own expense, all labor, materials (except where otherwise noted) equipment, and insurance as described in the plans and specifications.

The Request For Bid, Requirements, General Conditions, Specifications, Bid, Contract, Notice to Proceed, and any change orders issued in pursuance to this agreement are made a part hereof as though fully set out herein.

Contractor agrees that he is fully informed as to all conditions affecting the work to be done, the labor and materials to be furnished for the completion of this agreement, and the conditions existing at the job site, and that his information was secured by personal investigation and not in reliance of any estimates or statements of representatives of the department.

Contractor agrees to commence the work not later than the date specified in Notice to Proceed and to complete the same within the time specified in the bid or such additional time as may be allowed by MoDOT.

The work shall be done to the satisfaction of MoDOT and its District Engineer. The Facilities Coordinator shall be the approver of all completion of work, scheduling, and invoice approvals.

The Contractor shall receive and accept the compensation provided for in the proposal and in accordance with this contract.

This agreement shall be governed by the laws of the State of Missouri.

Executed by the Contractor on _____ 20 _____.

and executed by MoDOT on _____ 20 _____.

MISSOURI DEPARTMENT OF TRANSPORTATION

By: _____ Title _____

FIRM/COMPANY _____

By _____ Title _____

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated:

FOR OTHERS:

State of domicile:

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME:

ADDRESS:

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required):

Federal Tax I.D. #: _____ if no Federal Tax I.D. # - list Social Security #: _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder’s attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34/359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

[] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the “United States” as defined in Section 34.350, RsMO, check the box at left.

[] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the “United States” as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

[] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the Stat are **not** manufactured or produced in the “United States” as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the Corresponding items (or item numbers) in the spaces provided.

(or item number)	Location Where Item Manufactured or Produced

(Attach an additional sheet if necessary)

[] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to me the contract specifications. Items (or item numbers):

[] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document if true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder’s failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

ATTACHMENT #1

AUTHORIZATION FOR RELEASE OF INFORMATION

To Whom It May Concern:

I hereby authorize and request release to the Missouri Department of Transportation, and all records and information, including but not limited to, originals or copies of any records, documents, reports, criminal history record.

I understand that the Missouri Department of Transportation may conduct and/or review a background investigation before rendering a decision regarding eligibility to perform services for the Missouri Department of Transportation and that this authorization is a part of that investigation.

I voluntarily agree to cooperate in such investigation, and release from all liability or responsibility the Missouri Department of Transportation and all other persons, firms, corporations and institutions supply the above requested information.

Applicant's Name (Please Print)

Date

Applicant's Signature

Birth Date

Applicant's Social Security Number

ATTACHMENT #2

MISSOURI DEPARTMENT OF TRANSPORTATION

CONFIDENTIALITY OATH

I have been notified that Section 32.057 of the Missouri Revised Statutes, and Section 7213 of the Federal Internal Revenue Code impose criminal penalties for the unauthorized disclosure of tax information received from the federal government or by the State of Missouri . I will not reveal the condition or affairs of any person, firm, or institution in this State, or any facts pertaining to same that may come to my knowledge by virtue of my work, unless required or authorized by law to do so.

Signature of Employee/Agent

Witness

Date

BUILDING INSPECTION REPORT

DISTRICT 7 - INSPECTION FORM

Location: _____ (i.e. Main office or General Service)

Date: _____

Scoring (points) circle one for each

0-Unacceptable

1-Does not meet standards-requires immediate attention

2-Satisfactory but requires some attention

3-Meets standards or excellent

BUILDING REQUIREMENTS (33)

Clean/dust all blinds and exterior windows

0 1 2 3

Dust surfaces of all doorframes

0 1 2 3

Dust Ceiling Fans

0 1 2 3

Dust and wipe down File Cabinets

0 1 2 3

Floors Swept and Mopped

0 1 2 3

Doors clean and good condition

0 1 2 3

Glass Doors/windows cleaned inside and out

0 1 2 3

Partitions cleaned

0 1 2 3

Lights cleaned

0 1 2 3

Trash cans empty and clean liners replaced

0 1 2 3

Carpets Vacuumed

0 1 2 3

RESTROOM REQUIREMENTS (30)

Toilets and urinals clean

0 1 2 3

Walls, doors, doorframes

0 1 2 3

Restroom odor

0 1 2 3

Stall partitions clean

0 1 2 3

Spots, stains, scuff marks, handprints and graffiti removed

0 1 2 3

Toilet tissue stocked in all stalls

0 1 2 3

Paper towels and hand soap stocked

0 1 2 3

Trash containers empty and clean

0 1 2 3

Floors and entry ways swept/mopped

0 1 2 3

Ceilings, vents, light fixtures and screens clean

0 1 2 3

MAIN ENTRANCE & D.E. OFFICE AREA (18)

Entry way swept and mopped

0 1 2 3

Glass doors and windows cleaned inside & Out

0 1 2 3

Trash Dumped with new liners

0 1 2 3

Waiting area swept and mopped

0 1 2 3

Magazines straighten and coffee table wiped down

0 1 2 3

Customer Service entry counter cleaned

0 1 2 3

BREAKROOM REQUIREMENTS (18)

Sinks scrubbed well and rinsed down

0 1 2 3

Countertops and tables washed down

0 1 2 3

Trash emptied and liners replaced

0 1 2 3

Vending Machines Glassed cleaned

0 1 2 3

Microwave Cleaned

0 1 2 3

Paper towels Stocked

0 1 2 3

BUILDING OVERALL APPEARANCE (1)

0 - Poor

1 - Good

Building Requirements (33) _____

Restroom Requirements (30) _____

Main Entrance & DE Office Area (18) _____

Breakroom Requirements (18) _____

Overall Appearance (1) _____

(100) _____%

Inspected by: _____

**IF NOT SUBMITTING A QUOTE, PLEASE COMPLETE AND RETURN THE FOLLOWING
“NO QUOTE FORM” TO ASSIST THE PROCUREMENT STAFF IN OUR PROCESS
EVALUATIONS.**

THANK YOU

NO QUOTE

Date: _____

TO: Missouri Department of Transportation – District 7
General Services (Procurement) Division
3901 E. 32nd Street
Joplin, MO 64804
(417) 629-3226-Fax

FROM: _____

Our Company is submitting “No Quote” on RFQ# _____ for the reason(s) indicated

- () Product or service is not available or cannot meet the required specifications
- () Other obligations - cannot make required deadline
- () The delivery point or work location is outside of our territory or coverage/service area
- () Other – Please explain below:

Company Contact Person: _____ Phone # _____

- () Please keep our name on the bidder’s list for future opportunities on this product or service.
- () Please remove our name for your bidder’s list for this product service

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS**General Performance**

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must

be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request if applicable.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Executive Order

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
 - 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
 - 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such

contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
 - 1) If attached, the document entitled "**MISSOURI SERVICE-DISABLED VETERAN PREFERENCE**" should be completed and returned with the solicitation documents.
- d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.

- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

SPECIAL TERMS AND CONDITIONS

Insurance

(1) Prior to contract signing, the Offeror may be asked about its ability to provide certificates of insurance which meet, or approach, the following coverages:

- | | |
|---|---|
| a. General Liability | Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence; |
| b. Automobile Liability | Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence; |
| c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law. | |

Information and Reports

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Award

- a. Award of this bid/quote/proposal will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.

Failure to Execute Contract

- a. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

Notice to Proceed

- a. Within **30 days** after the execution of the contract, a "**Notice to Proceed**" will be issued by the Department. A purchase order will be attached to the "Notice to Proceed," which will specify the date or dates that the Contractor can start delivery, roadway

or stockpile delivery and will also include the completion dates. These dates will be in accordance with the dates shown in the proposal.

Delivery – Additional Requirements

a. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

b. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

Cancellation of Contract

a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery/service within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier of such delay, neglect or default.

Prohibition Of Employment Of Unauthorized Aliens:

Pursuant to RSMo 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 by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity 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 unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)] A copy of the affidavit referenced above is provided within this document.