

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION
PROCUREMENT DEPARTMENT
2309 BARRETT STATION ROAD
BALLWIN, MO 63021

REQUEST NO.	D610-050-RB
DATE	August 11,2009
PAGE NO.	1
NO. OF PAGES	30

SEALED BIDS, SUBJECT TO THE CONDITIONS ON THE REVERSE SIDE HEREOF WILL BE RECEIVED AT THIS OFFICE UNTIL **September 1, 2009 @ 10:00 a.m. CST** AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION
Service Multiple Locations

BUYER:	Athena Nance	BUYER TELEPHONE:	314-301-1431
WEBSITE:	www.modot.mo.gov/business/contractor_resources/Commodities.htm	FAX:	314-301-1437

JANITORIAL SERVICE

Weekly Cleaning Services for Project Offices of District 6, Department of Transportation , St. Louis Metro Area three(3) Offices located in St. Louis County and Franklin County. The average work per office is 4 hours per location one time per week. This may change due to the needs of the individual offices. This bid may be issued as a multi award due to the diverse locations. Contractors need not bid on each location. Scheduling of work to be daytime hours when office personnel are present. Work to consist of required cleaning per the attached scope of work, which may be modified per the requirements of each location. Please quote hourly charge, on **Pricing Page** the contractor to quote with MoDOT provided supplies (toilet paper, paper towels, trash bags) and contractor supplied cleaning products. Contractors to provide all cleaning supplies and tools. Additional work that may be requested as noted, Supplementary Pricing. Please note terms and conditions.

It is the responsibility of the Bidder to access MoDOT's website (indicated above) in order to obtain any and all addenda(s) issued during the course of this RFB Process. Pricing is to be indicated on the attached pricing page(s)

Attachments: Floor Plans for Project Offices: Festus, Maryland Heights, and St. Clair.

JANITORIAL START DATE:

Notice to Proceed to September 30, 2010

Note to Respondent: A vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name, vendors MUST submit a bid/proposal that correctly and accurately identifies the company name that is registered to do business in the State of Missouri. The Missouri Department of Transportation reserves the right to reject any or all bids, and to accept or reject any items thereon and to waive technicalities. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled. No bids by telephone, telegram, or telefax will be accepted.

In compliance with the above invitation for bids, and subject to all conditions thereof, the undersigned offer and agrees to furnish and deliver any or all the items on which prices were quoted within 20 days after receipt of notification.

Date:	_____	Firm Name:	_____
Telephone No.:	_____	Address:	_____
Fax No.:	_____	Company Officer:	_____
Federal ID #	_____	Title	_____
		Type/Print Name	_____

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request For Bid seeks bids from qualified organizations to provide Janitorial Services for our MoDOT locations in Festus, MO, Maryland Heights, MO and St. Clair, MO with an effective contract period of Notice to Proceed through September 30, 2010 to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be mailed in a sealed envelope, marked **D610-050-RB Janitorial 3 PO**, to Ms. Athena Nance, 2309 Barrett Station Road, Ballwin, MO 63021, Procurement Department, or hand-delivered in a sealed envelope to the Procurement Office in the Highway and Transportation Building 2309 Barrett, Station Road, Ballwin, MO. All questions regarding the RFB shall be submitted to Ms. Athena Nance. Bids must be returned to the office of Ms. Athena Nance, Procurement Department, 2309 Barrett Station Road, Ballwin, MO 63021 no later than 10:00 a.m., CST, September 1, 2009.

RFB Coordinator:

Ms. Athena Nance, Senior Procurement Agent
Missouri Department of Transportation
2309 Barrett Station Road
Ballwin, MO 63021
Athena.nance@modot.mo.gov
PHONE: 314-301-1440
FAX: 314-301-1437

1.2 General Information:

1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of Janitorial Service as set forth herein.

1.2.2 Organization - This document, referred to as a Request for Bid (RFB), is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Bid Submission
- 4) Pricing Page(s)
- (5) Exhibit(s) A-F
- (6) Attachments- See Attachments for Floor Plans; Festus, St. Clair and Maryland Height Project Offices
- (7) Terms and Conditions

1.2.3 This document contains requirements related to the newly revised statute.

Effective January 1, 2009 and 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. Additional specific information is included herein.

<http://www.moga.mo.gov/statutes/C200-299/2850000530.HTM>

E-Verify is an example of a federal work authorization program. 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

2. SCOPE OF WORK

The approximate Ceramic tile areas, VCT (Vetrofied Clay Tile) and carpeted areas for each building are as follows .

Project Office	SF Carpet	SF Tile	SF VCT
Festus	2213	958.5	187.5
Maryland Heights	3100	0	550
St. Clair	600	0	3145

Each Offeror is solely responsible for a prudent and complete, 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 Offeror shall not be relieved of responsibility for performance under the contract for any reason whatsoever, including, but not limited to, (1) the Offeror's failure to tour of the buildings (2) the Offeror's failure to observe existing conditions, etc.

Fiscal Year: The fiscal year runs from July 1-June 30. The period of service will be from Notice to Proceed through September 30, 2010, with the option to extend the contract for up to two (2) one year periods, at the sole discretion of the Missouri Department of Transportation.

(1) GENERAL REQUIREMENTS:

- 1.1.1 The contractor shall provide janitorial services for the buildings listed for the Missouri Department of Transportation (hereinafter referred to as "MoDOT") Project Offices, in accordance with the requirements set forth herein.
- 1.1.2 The contractor must perform all janitorial services as required herein in a manner satisfactory to and acceptable by MoDOT in order to provide a clean and sanitary environment for the buildings, the buildings' content, and the buildings tenants.
- 1.3 The contractor shall provide services for all areas of the buildings specified by MoDOT. Such areas shall be all occupied areas, unless otherwise specified by MoDOT. However, at any time during the effective period of the contract, MoDOT reserves the right to change, add to, or delete areas of the buildings for which the contractor shall provide services. MoDOT also reserves the right to add additional buildings or remove existing buildings from the contract. In such event, payment to the contractor shall be adjusted as specified in the Payment and Invoicing Requirements of this document.

(2) SPECIFIC REQUIREMENTS: Equipment and Supply Requirements:

- 2.1 Equipment - The contractor must furnish and maintain, in good repair, all equipment, including, but not limited to mops, brooms, buffers, vacuums, etc., and any other equipment necessary to perform the requirements of the contract.
- a. The contractor may either own or rent, at the contractor's expense, equipment for performing the requirements of the contract.
- 2.2 Products, Supplies, and Materials (hereinafter also referred to as "*products*") – The contractor shall agree and understand that MoDOT shall have the right to approve/disapprove the use of any product, material, or supply used in the performance of the services required herein.

In the performance of the services required herein, the contractor should only use environmentally preferable products, unless a written exception to this requirement is obtained from MoDOT for a specific product. Failure of the contractor to use environmentally preferable products or failure to demonstrate the willingness and efforts necessary to use such environmentally preferable products may be considered breach of contract.

- 2.3 If the contractor provides toilet tissue, seat covers, trash bags, liquid hand soap, paper towels, and disposable liners for sanitary napkin cans they must meet the following minimum specifications and must obtain the approval of MoDOT for all product listed above and specified on the attached Cleaning Supply Quantities but not limited to the basic products list below.
- a. Toilet tissue shall be Fort Howard # 198 or equal, must be Grade AA, white, bleached, 2-ply, or equal, and must fit the tissue dispensers installed in the buildings.
- b. Liquid hand soap must be a good grade containing antiseptic.
- c. Paper towels must be folded to fit dispensers now installed in the buildings and must be Scott #150 or equal.
- d. Disposable liners for sanitary napkin cans must be 6141's waxed bags.
- 2.4 The contractor may be assigned an area in each building (hereinafter referred to as the "*janitorial closet*") for storage of all equipment, materials, and supplies necessary for the building. MoDOT assumes no responsibility for the security of supplies and/or equipment stored in a janitorial closet; therefore, the contractor has the option of removing their equipment and supplies from the premise daily. Some Janitorial closets do not have exterior locks. Therefore, assignments are at the option of the successful vendor.
- 2.5 The contractor shall not use any products, supplies or equipment which may be injurious or damaging to the surfaces upon which they shall be applied.

2.6 Seventy two (72) hours prior to the contractor's use of any product/chemical in the buildings, the contractor shall provide a Material Safety Data Sheet for each such product/chemical. The contractor must maintain a file of the Material Safety Data Sheets in the janitorial closet in the building where the product/chemical is to be stored. The Material Safety Data Sheets shall remain the property of MoDOT.

2.7 Specific Service Requirements:

The contractor shall perform the following requirements in all buildings in order to keep all surfaces clean and free of dust, cobwebs, spots, spills, scuffs, and other debris, etc.

2.7.1 WEEKLY REQUIREMENTS:

- a. The contractor shall perform the following tasks one day each week, excluding state holidays, for each building, unless otherwise specified.
- b. The contractor shall perform any and all other related and contingent miscellaneous janitorial cleaning duties which may arise from time to time as a result of accidental spilling of any office materials or supplies.
 - 1) Thoroughly vacuum (utilizing equipment with beater brush) all carpet from wall to wall, including all entrance and exit, elevator rugs/mats and inside cubicals and office areas.
 - 2) Clean all kitchens and break rooms, wash and disinfect all hard surfaces, and clean all coffee makers. Clean microwaves.
 - 3) Thoroughly sweep and wet mop all hard surface floors, including elevator floors, using treated brooms or dust mops to give a clean and satisfactory appearance.
 - 4) Using a damp treated cloth, wipe all flat, horizontal, surfaces including, but not limited to, file cabinets, conference tables and stands, bookshelves, coat racks, window sills, and modular office systems, etc. Clean and disinfect all telephones.
 - 5) Remove cobwebs from all ceilings, doors, ceiling fans, and corners within each building.
 - 6) Clean both sides of entrance door glass, clean door glass frames and accompanying glass panels including transoms (inside and outside), removing all fingerprints and dirt. Spot clean all interior glass.
 - 7) Clean and disinfect drinking fountains.
 - 8) Spot clean all wall and partition surfaces, including light switches, to give a clean satisfactory appearance.

- 9) Empty all wastebaskets, trash, and disposal containers. Wash wastebaskets and replace plastic liners, as needed. Clean surrounding areas of wastebaskets to eliminate spots, splashes, etc.
- 10) Spot clean all carpet as spots appear or as notified with the on site personnel. Clean janitorial closets after completion of the weekly tasks and before exiting the building.
- 11) Wash all tables. Wipe all plastic chairs.
- 12) Spot clean all doors and frames.
- 13) Spot clean all elevator walls and both sides of elevator doors.

2.7.2 MONTHLY REQUIREMENTS:

One (1) time per month, the contractor must perform the monthly tasks listed below. The contractor must perform the listed tasks

- 1) Clean/dust all venetian/mini-blinds.
- 2) Clean all baseboards.
- 3) Dust all vertical surfaces of office furniture and equipment.
- 4) Clean the fronts and sides of all vending machines.
- 5) Dust all horizontal and vertical surfaces of all interior doorframes. Dust all horizontal and vertical surfaces of all interior doors.
- 6) Dust all coat racks.
- 7) Vacuum all cloth partitions. Clean bases and dust tops.
- 8) Clean/vacuum all ceiling, door and wall vents.
- 9) Clean all exterior surfaces of all icemakers in all buildings.
- 10) Brush and spot clean fabric furniture.

2.7 Restroom Requirements:

The contractor shall clean and disinfect all of the restrooms located within the buildings. For purposes of restroom requirements, “*clean*” shall be defined as disinfecting, polishing, and removing all water spots. Disinfect must be “*hospital*” grade quaternary disinfectant that kills fungus, viruses, and bacteria and must have organic soil tolerance.

- 1) Clean all surfaces for all restrooms located in the building.
- 2) Clean toilet bowls and seats, urinals, hand basins, counter tops, and walls around these fixtures.
- 3) Clean all mirrors, bright work, chrome pipes, and fittings.
- 4) Wet mop all restroom floors using a disinfectant.
- 5) Clean stall partitions, doors, doorframes, push plates (all sides).
- 6) Dust or wipe all horizontal surfaces.
- 7) Empty and clean (inside and out) all trash containers and disposals, change liners daily.
- 8) Restock dispensers to normal limits (soap, toilet tissue, paper towels).
- 9) Remove spots, stains, scuff marks, finger and handprints.
- 10) Report all damage.

2.9.2 MoDOT reserves the right to approve or disapprove appointment of any of the contractor’s employees to provide services required by the contract. MoDOT also reserves the right to request replacement of any employee. Unless the situation regarding the contractor’s employee(s) requires immediate replacement, MoDOT will attempt to give the contractor a minimum of fourteen (14) calendar days after notification to replace unsatisfactory employee(s). All contractors and their employees must be fully bonded and insured.

2.9.3 The contractor shall be responsible for supervision of all the contractor’s employees and the services provided by such employees as required to satisfactorily perform the requirements of the contract.

2.9.4 The contractor or an employee of the contractor designated as a representative of the contractor (hereinafter referred to as the “*contractor contact person*”), must be available during normal business hours (7:30 a.m. to 4:00 p.m.) for telephone conversations and/or meetings with personnel from MoDOT regarding the janitorial services.

- 1) Such contractor contact person must have the express authority to speak on behalf of the contractor and make decisions on behalf of the contractor.
- 2) By no later than ten (10) calendar days after the award of the contract, the contractor shall provide MoDOT with the name, address and telephone number for the contractor contact person.

2.9.5 The contractor and each of the contractor's employees assigned to the contract must have a security clearance approved by MoDOT in order to provide service under the contract. The contractor must obtain each of the required security clearances from their State Highway Patrol.

- 1) By no later than fifteen (15) calendar days after notification of award, the contractor shall provide MoDOT with the following:
 - a. A copy of the security clearance information obtained from their State Highway Patrol for each employee,
 - 2) For each new or unanticipated employee, the contractor must provide MoDOT with an approved security clearance.
 - 3) MoDOT shall have the right to disapprove access to any building to any of the contractor's employees for any reason.

2.9.7 The contractor's personnel shall only be allowed in work areas to which they are assigned. The contractor's personnel shall only take rest breaks in pre-assigned areas.

The contractor must ensure that each of the contractor's employees are appropriately dressed and groomed while on site and is wearing an article of clothing identifying the contractor and have a visible company and MoDOT picture ID tag at all times.

The contractor and/or the contractor's employees must sign-in immediately upon arrival and prior to any services being provided and sign-out prior to leaving the building. The contractor must provide the sign-in/sign-out sheets. In addition, the sign-in/sign-out sheets must remain at a location designated by MoDOT.

2.9.8 The contractor's employees shall not loiter in the buildings nor smoke anywhere in the buildings.

2.9.9 The contractor shall not use nor allow the contractor's employees to use any MoDOT telephone and/or equipment in the building except for the beverage and snack vending machines.

2.9.10 The contractor shall not adjust and/or use, nor allow the contractor's employees to adjust and/or use, those personal items belonging to MoDOT employees (i.e.: radios, decorative accessories, etc.).

2.9.11 The contractor shall not adjust and/or use, nor allow the contractor's employees to adjust and/or use, office furniture utilized by MoDOT employees (i.e.: chairs, desks, etc.).

2.10.1 In the process of performing the requirements of the contract, the contractor and/or the contractor's employees may become aware of information required by law to be kept confidential. Therefore, the contractor and/or the contractor's employees must not at any time disclose, directly or indirectly, any information gained during the performance of the services required by the contract.

2.10.2 Yearly Service Requirements:

The contractor shall perform any of the following supplemental services at the request of MoDOT. Any such yearly services requested shall be in addition to the services specified herein. The decision as to what constitutes a yearly service and when a yearly service is required shall rest solely with MoDOT.

Additional carpet cleaning - The contractor shall perform additional deep cleaning carpet/water extraction services for the carpet as the necessity arises as determined and instructed by MoDOT.

2.10.2 Additional cleaning hard flooring – The contractor shall perform additional stripping and refinishing services for vinyl flooring as the necessity arises as determined and instructed by MoDOT.

2.11.2 Deep cleaning of upholstered furniture. The contractor shall perform deep cleaning services for the any of the listed upholstered furniture as the necessity arises as determined and instructed by MoDOT:

- 1) Manager's Chair (Hi-back)
- 2) Side Chair (upholstered without arm upholstering) (Low Back; Secretarial)

2.11.3 Construction Clean-up - Due to construction, there is often a need for additional cleaning in construction areas. Therefore, the contractor shall provide one time construction clean-up and/or on-going construction clean-up as determined necessary and as instructed by MoDOT.

2.11.4 Additional Personnel – The contractor shall provide janitorial personnel on an as needed, if needed basis.

- 1) The contractor shall be held responsible for and shall pay to replace any breakage, damage, theft, and/or loss of equipment, supplies, materials, and other items in the building through negligence and/or other inappropriate actions of the contractor or the contractor's employees while working on the building's premises.

2.13 Payment and Invoicing Requirements:

- 2.13.1 Invoicing - The contractor shall submit a monthly itemized invoice for providing services to MoDOT at the address stated below. The contractor must include the firm, fixed weekly charge per month price, contract number, the location, and the dates of service on each monthly invoice.

Business & Benefits, 1590 Woodlake Dr., Chesterfield, MO. 63017

- 2.13.2 The contractor shall be paid the firm, fixed hourly cost, per month price specified on the pricing page of this document for janitorial services actually provided, subject to any damages that may be charged to the contractor, per the damages requirements stated herein. If a partial month of service is provided, the monthly amount due shall be divided by the total number of work days in that particular month to obtain a weekly rate, and then multiplied by the number of days in that particular month for which service was provided, rounded to the nearest cent.
- 2.13.3 If any of the yearly or supplemental services as specified herein were required and performed during the monthly invoice period, the contractor shall be paid the firm, fixed price specified on the pricing page for the type of additional cleaning performed.
- 2.13.4 Other than the payment(s) specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

2.14 Damage Requirements:

The contractor shall agree and understand that performance of services as required herein are considered essential for the successful conduct of business for the tenants in each building. Therefore, if the contractor does not perform the requirements as required herein or if service provided by the contractor is substandard, deficient, and/or incomplete and if the contractor does not correct the service within a period of time agreed to between MoDOT and the contractor after written notification by MoDOT, the contractor shall pay damages to MoDOT according to the following provisions. The contractor shall understand and agree that MoDOT shall be the final judge as to what constitutes a substandard, deficient, and/or incomplete service and what shall be considered as a reasonable amount of time. Any such MoDOT determination shall be final.

2.14.1 For each weekly, . requirement that is not performed by the contractor and/or that is performed in a substandard, deficient and/or incomplete manner, as documented by the daily log and by observation of the appropriate MoDOT personnel, the contractor shall pay liquidated damages in the amount specified below for each day after the task was required to be performed until it is performed and approved:

2.14.2

1) Weekly Requirement	\$ 7.50 per task
2) Monthly Requirement	\$10.00 per task
3) Quarterly Requirement	\$15.00 per task
4) Semi-Annual Requirement	\$20.00 per task
5) Annual Requirement	\$25.00 per task

2.14.2 Furthermore, the contractor must respond to any contact from MoDOT regarding substandard, deficient and/or incomplete service within twenty-four (24) hours, during the work week, following notification by MoDOT of such problems. After notification by MoDOT, the contractor must correct the problem within a reasonable period of time agreed to between MoDOT and the contractor. In the event the contractor fails to respond to the contact by MoDOT within twenty-four (24) hours or in the event the contractor fails to correct the problem within the agreed time frame, the contractor shall pay liquidated damages to MoDOT in accordance with one (1) of the following calculations:

- 1) If MoDOT hires an outside/private company to correct the substandard, deficient, and/or incomplete service, the contractor shall pay MoDOT the total cost charged by such company to perform the service.
- 2) If MoDOT uses State of Missouri personnel or resources to correct the substandard, deficient, and/or incomplete service, the contractor shall pay MoDOT the actual costs incurred by MoDOT. Such actual costs shall be calculated by the per hour price of the state personnel who perform the service and shall include material costs, etc.
- 3) If damages are assessed, MoDOT may choose to deduct assessed amounts from current and/or future invoices.

2.14.4 In the event of any breakage, damage, theft, and/or loss of the equipment, supplies, materials, and/or other items in the building through negligence and/or other inappropriate actions of the contractor or the contractor's employees while working on the building's premises, the contractor shall pay damages to MoDOT in the actual amount of such loss.

2.14.5 MoDOT reserves the right to deduct any of the damage charges stated above from the contractor's invoice or shall invoice the contractor for payment.

3. BID SUBMISSION

3.1 Bid Submission Information:

3.1.1 All bids must be received in a sealed envelope clearly marked “**D610-050-RB Janitorial 3 PO**”.

3.1.2 All bids must be received at the following address no later than September 1, 2009, 10:00a.m., CST.

Missouri Department of Transportation
Procurement Division
Attn: Athena Nance
2309 Barrett Station Road
Ballwin, MO 63021

3.1.3 The bidder may withdraw, modify or correct his bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.

3.1.4 Open Competition / Request For Bid Document:

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

3.1.5 Pursuant to 285.530 RSMo, the bidder must affirm 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:

- a. Submitting a completed Signature and Identity of Bidder form, attached herein,
- b. Submitting a completed, notarized copy of the applicable portion of Exhibit A, **WORKER ELIGIBILITY VERIFICATION AFFIDAVIT or APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP**, and

- 3.1.6 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.
- 3.1.7 Cost Determination - The low bid shall be determined by lowest hourly charge
- 3.1.8 Contract Award – The contract will be awarded to the lowest responsive bidder determined as specified above.
 - a. Award of this bid will be made on an “Item by Item” basis using the “lowest and best” principle of award
- 3.1.10 **NOTE:** The bidder must be in compliance with the laws regarding conducting business in the MoDOT. Within ten (10) business days of notification, the bidder will need to provide a copy of his/her Missouri Secretary of State’s “Certificate of Good Standing” prior to the issuance of any contract or initial purchase order by MoDOT.

4. PRICING PAGE

Project Office Location	Hourly Cost
Festus Project Office 3595 Plass Rd, Festus, MO. 63028	
Maryland Heights Project Office 2620 Adie Rd., Maryland Heights, MO. 63043	
St. Clair Project Office 2215 N. Commercial, St. Clair, MO. 63077	

DATE: _____

COMPANY: _____

NAME: _____

SIGNATURE: _____

Supplementary Pricing Page

Yearly or Supplemental Service:

In the event that MHTC exercises its options to renew the contract for two (2) additional one -year period(s) pursuant to the applicable provisions outlined in this document, the Bidder shall provide below the maximum percentage of increase or minimum percentages of 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 the MHTC 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.

Item #	Description C/S Code: 91039	Original Contract Period firm, fixed price	1 st Renewal Period maximum % increase	2 nd Renewal Period maximum % increase
For cleaning carpet in addition to that required herein:				
003	Deep clean carpet/water extraction	\$ _____ per sq. ft.	\$ _____ per sq. ft.	\$ _____ per sq. ft.
For cleaning hard flooring in addition to that required herein:				
004	Strip and refinish hard flooring	\$ _____ per sq. ft.	\$ _____ per sq. ft.	\$ _____ per sq. ft.
For deep cleaning of upholstered furniture in addition to that required herein:				
005	For each manager's chair cleaned	\$ _____ per manager's chair	\$ _____ per manager's chair	\$ _____ per manager's chair
006	For each side chair cleaned	\$ _____ per side chair	\$ _____ per side chair	\$ _____ per side chair
For Construction Clean-up Services:				
008	One time construction clean-up	\$ _____ per sq. ft.	\$ _____ per sq. ft.	\$ _____ per sq. ft.
For Additional Per Hour Janitorial Services:				
010	Additional Janitorial Personnel	\$ _____ per hour, per person	\$ _____ per hour, per person	\$ _____ per hour, per person

RENEWAL PAGE

In the event that D6 exercises its options to renew the contract for) additional two-2 one -year period(s) pursuant to the applicable provisions outlined in this document, the Bidder shall provide below the maximum percentage of increase or minimum percentages of 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 the D6 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.

Project Office Location	Renewal 1 10/1/2010-9/30/2011	Renewal 2 10/1/2011-9/30/2012
Festus Project Office 3595 Plass Rd, Festus, MO. 63028		
Maryland Heights Project Office 2620 Adie Rd., Maryland Heights, MO. 63043		
St. Clair Project Office 2215 N. Commercial, St. Clair, MO. 63077		

DATE: _____

COMPANY: _____

NAME: _____

SIGNATURE: _____

Exhibit A

ANTI-COLLUSION STATEMENT

STATE OF _____)

COUNTY OF _____)

SS.

_____ being first

duly sworn, deposes and says that he is _____
Title of Person Signing

of _____
Name of Bidder

that all statements made and facts set out in the bid for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By _____

By _____

By _____

Sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires _____

Exhibit B

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 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.

Exhibit C

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 State 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.

Item (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 meet 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 is 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.

Exhibit F

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

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.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran 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:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information

Business Information

Service-Disabled Veteran's Name, (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran
Business

Missouri Highways and Transportation Commission
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.
- c. 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.

Missouri Highways and Transportation Commission

STANDARD SOLICITATION PROVISIONS

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.

Missouri Highways and Transportation Commission

STANDARD SOLICITATION PROVISIONS

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.

Missouri Highways and Transportation Commission

STANDARD SOLICITATION PROVISIONS

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

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- a. General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$2,000,000 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 \$2,000,000 for all claims arising out of a single occurrence;
- c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Required Specifications

- a. All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specification #D610-050-RB and any other provisions outlined in the solicitation documents.
- b. The material to be supplied under the contract will comply with the quality and gradation requirements of the **Missouri Standard Specifications for Highway Construction, Edition of 2004**, and any revisions thereto, unless modified by these specifications.

Missouri Highways and Transportation Commission

SPECIAL TERMS AND CONDITIONS

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
- b. 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.

Permits, Licenses and Safety Issues

- a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

Award

- b. Award of this bid/quote/proposal will be made on an "Item By Item" 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.

Temporary Suspension of Work

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If the Department suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. The Department may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

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 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 and the surety of such delay, neglect or default.
- b. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.

Missouri Highways and Transportation Commission

SPECIAL TERMS AND CONDITIONS

Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of one-hundred dollars (\$100.00) per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

Environmental Issues

Attention of the bidder is invited to the **Land Reclamation Act, Chapter 444, Laws of 1971, (House Bill 519)** and the necessity for compliance if applicable.

The Contractor shall take necessary precautions and shall schedule and conduct his operations so as to avoid or minimize siltation of streams while removing gravel there from.

Prohibition Of Employment Of Unauthorized Aliens:

- a. 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.

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.