

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION

GENERAL SERVICES - FACILITIES

830 MoDOT Drive, PO Box 270

JEFFERSON City, MO 65101

REQUEST NO.	9-101215J
DATE	December 1, 2010

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

**3:00 pm., Local Time, December 15, 2009**

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

**BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered

Various Jefferson City MoDOT Locations

THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

**BUYER:** Clayton Hanks  
**BUYER EMAIL:**  
[Clayton.Hanks@modot.mo.gov](mailto:Clayton.Hanks@modot.mo.gov)

**BUYER TELEPHONE:** 573-522-9565

**FAX:** 573-522-1149

**CENTRAL OFFICE JANITORIAL SERVICES**

To establish a contract to furnish “**Janitorial Services**” with an effective date of Notice to Proceed and ending January 31, 2012 in accordance with the following pages.

**INTRODUCTION**

**PRICING PAGES – TWO (2)**

**SCOPE OF WORK – SERVICES AND REQUIREMENTS**

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**APPENDIX B – CLEANING REQUIREMENTS FOR SECURED AREAS, IN APPLICABLE BUILDINGS**

**APPENDIX C – MoDOT’s JANITORIAL SERVICES LOG**

**COOPERATIVE AGREEMENT NOTICE**

**MISSOURI SERVICE – DISABLED VETERAN BUSINESS PREFERENCE**

**Return sealed bid to the address shown at the top of this page.**

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

**Date:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_  
**Fax No.:** \_\_\_\_\_  
**Federal I.D. No.** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**By (Signature):** \_\_\_\_\_  
**Type/Print Name** \_\_\_\_\_

**Is your firm MBE certified?**  Yes  No

**Title:**  
**Is your firm WBE certified?**  Yes  No

## INTRODUCTION

**Introduction:** This Request for Bid (RFB) seeks bids from qualified organizations to provide Janitorial Services in Jefferson City, Missouri with an effective contract period of Notice to Proceed through January 31, 2012, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be mailed in a sealed envelope to Clayton Hanks, Facilities Management Unit, 830 MoDOT Drive, P.O. Box 270, Jefferson City, MO 65102, or hand-delivered in a sealed envelope to the Facilities Management Office in the Highway and Transportation Buildings 830 MoDOT Drive, Jefferson City, MO. All questions regarding the RFB shall be submitted to Clayton Hanks. Bids must be returned to the office of Clayton Hanks no later than **3:00 p.m., local time, December 15, 2010.**

**“Mandatory Tour of Buildings:** Potential Bidders must attend the tour of the buildings in order to submit a Bid for Janitorial Services. Please refer to Appendix A for all of the building locations for the tour. The tour will begin at **9:30 am on December 7, 2010** at 830 MoDOT Drive, Jefferson City, Mo. The purpose of the tour is to allow potential Bidders an opportunity to inspect the buildings prior to submitting a Bid. **POTENTIAL BIDDERS SHALL NOT BE PERMITTED TO SCHEDULE A TOUR AT A DIFFERENT TIME OR DATE.** An attendance record will be kept. Each Bidder is solely responsible for a 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 Bidder’s failure to observe existing conditions, etc.

**Mandatory Pre-Bid Conference:** A mandatory pre-Bid conference regarding this Request for Bid will be held on **December 7, 2010 at 8:30 am, at 830 MoDOT Drive, Jefferson City, Mo.** All potential Bidders must attend this conference in order to submit a bid, since information relating to this RFB (9-101215) will be discussed in detail. Bidders should bring a copy of the RFB since it will be used as the agenda for the pre-Bid conference.”

**RFB Coordinator:**

**Clayton Hanks, Sr. General Services Specialist  
Missouri Department of Transportation  
830 MoDOT Drive  
Jefferson City, MO**

**PHONE: 5 73-522-9565  
FAX: 573-522-1149  
[Clayton.Hanks@modot.mo.gov](mailto:Clayton.Hanks@modot.mo.gov)**

## SCOPE OF WORK – SERVICES AND REQUIREMENTS

**(A) Services** : The Contractor shall provide the following services:

- I. The Contractor shall provide janitorial services for the buildings identified in Appendix A in accordance with the requirements and specifications stated herein. MHTC reserves the right to offer multiple awards for this RFB. MoDOT reserves the right to terminate this service contract, if agreement is not reached between MoDOT and the Bidder.
- II. 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.
- III. 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 during the tour of the buildings described in the General Description and Background Information section of this document. However, at any time during the effective period of the contract, MoDOT reserves the right to change, add, 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 section of this document.
- IV. The Contractor must utilize Appendix C, MoDOT Janitorial Services Log, for reporting purposes throughout the contract period. Appendix C should be kept in the inside of the janitorial closet in the space provided. Appendix C should also be collected at the end of each month from each building and submitted with each invoice.

**(B) Specific Requirements**: The Bidder will provide to the General Services Facilities Unit one (1) original bid package which will include the following:

**I. Equipment and Supplies:**

- a. The Contractor must furnish and maintain, in good repair, all equipment, including, but not limited to, mops, brooms, vacuums, etc., and any other equipment necessary to perform the requirements of the contract.
  - 1) The Contractor may either own or rent, at the Contractor's expense, equipment for performing the requirements of the contract.
- b. The Contractor shall only use environmentally preferable products in the performance of the services required herein 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.
- c. The Contractor shall not use any products, supplies, or equipment which may be injurious or damaging to the surfaces on which they shall be applied.
- d. The Contractor shall provide to MoDOT contact personnel (listed on Appendix A) a Material Safety Data Sheet for each product/chemical seventy-two (72) hours prior to the Contractor's use of any product/chemical in any of the MoDOT buildings. The Contractor must maintain a file of the Material Safety Data Sheets on the inside of the door 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
- e. The Contractor must provide storage for the supplies/materials for each building site, as MoDOT has minimum storage capacity for janitorial products.

## II. Daily 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.

- a. The Contractor shall perform the following daily tasks five (5) nights each week, Monday through Friday, excluding state holidays, between the hours of 3:00 p.m. and 11:00 p.m., for each building, unless otherwise specified. Refer to Appendix B for cleaning times for secured areas of affected buildings.
  - 1) Vacuum all center carpet travel areas, personnel desk areas, and elevator floors, including all entrance and exit rugs/mats.
  - 2) Cleaning all kitchens and break rooms which must include washing and disinfecting all hard surfaces, and cleaning all coffeemakers.
  - 3) Sweep all hard surface floors using treated brooms or dust mops.
  - 4) Wet mop with sanitizing cleaner all hard surface floors to give a clean and satisfactory appearance.
  - 5) Using a damp treated cloth, wipe all conference room tables.
  - 6) Clean and disinfect microwaves.
  - 7) Clean both sides of entrance door glass, glass frames and accompanying glass panels including transoms (inside and outside), removing all fingerprints and dirt.
  - 8) Clean and disinfect all drinking fountains.
  - 9) Empty all wastebaskets, trash, and disposal containers. Place trash and recycled paper in appropriate secured containers. Sanitize and wash wastebaskets when bags have leaked (if needed) and replace plastic liners, as needed or requested.
  - 10) The contractor shall dispose of large trash items not located in trash receptacles only when **clearly marked** as trash.
  - 11) Spot clean all carpet as spots appear.
  - 12) Thoroughly sweep all stairwells using treated brooms or dust mops.
  - 13) Remove cobwebs from all ceilings, doors, ceiling fans, and corners within each building.
  - 14) Clean janitorial closets after completion of the daily tasks and before exiting the building.
- b. Also on a daily basis, 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.

### **III. Weekly Requirements:**

- a. The Contractor shall perform the following tasks at least one time every week. The Contractor shall perform the listed tasks between the hours of 3:00 p.m. and 11:00 p.m., on any day, Monday through Friday, excluding state holidays, unless MoDOT otherwise approves other day(s) or times.
- 1) Spray and buff all hard surface floors including stairwells in order to remove scuffs and black marks from floor and baseboards.
  - 2) Wet mop with sanitizing cleaner stairwell floors and steps.
  - 3) Remove full large plastic recycle bins, place recycle bins in the pick-up location, and replace with empty recycle bins or sooner if needed.
  - 4) Clean and disinfect microwaves.
  - 5) Remove cobwebs from all ceilings, doors, ceiling fans, and corners within each building, as needed.
  - 6) Clean all exterior surfaces of all icemakers with stainless steel cleaner and disinfectant on other surfaces.
  - 7) Remove all trash and sweep sidewalks for twenty feet (20') from all entrances/exits to each building and clean smoke poles and ash trays. Also, sand must be added and changed in the smoke poles and ash trays as needed or requested.

### **IV. Monthly Requirements:**

- a. One (1) time per month, within the first ten (10) consecutive workdays of each month, the Contractor must perform the monthly tasks listed below. The Contractor must perform the listed tasks between the hours of 3:00 p.m. and 11:00 p.m., on any day, Monday through Friday, excluding state holidays, unless MoDOT otherwise approves other day(s) or times. Seventy-two (72) hours prior to performing the tasks listed, the Contractor must notify MoDOT of the beginning and completion date pursuant to the reporting requirements stated elsewhere herein
- 1) Thoroughly vacuum all carpet from wall to wall with MODOT approved up right vacuum equipment.
  - 2) Wipe with damp sanitizing cloth all light switches/plate covers, interior and exterior door handles and elevator operation button panel.

### **V. Quarterly Requirements:**

- a. One (1) time each quarter, prior to January 10, April 10, July 10, and October 10, the Contractor must perform the quarterly tasks listed below. The Contractor must perform the listed tasks between the hours of 3:00 p.m. and 11:00 p.m., on any day, Monday through Friday, excluding state holidays, unless MoDOT otherwise approves other day(s) or times. Seventy-two (72) hours prior to performing the tasks listed, the Contractor must notify MoDOT of the beginning and completion date pursuant to the reporting requirements stated elsewhere herein.
- 1) Thoroughly scrub all hard surface floor areas including stairwell floors/steps removing all scuffs and black marks from the floors and baseboards.
  - 2) Clean /dust tops of file cabinets; no paper work or personnel items are to be removed.
  - 3) Wipe down with stainless steel cleaner both sides of elevator doors and the one interior stainless steel elevator wall.

## **VI. Semi-Annual Requirements:**

- a. During the months of April and October, prior to the 10<sup>th</sup> of each month, the Contractor must perform the semi-annual tasks listed below. In addition, the Contractor must perform each listed task within the first sixty (60) calendar days of the beginning date of the contract. Depending on the condition of the buildings and the beginning date of the contract, MoDOT may choose to waive some of the semi-annual requirements during the original contract period only. The Contractor must perform the tasks outlined below between the hours of 3:00 p.m. and 11:00 p.m., on any day, Monday through Friday, excluding state holidays, unless MoDOT otherwise approves other day(s) or times. Seventy-two (72) hours prior to performing the tasks listed, the Contractor must notify MoDOT of the beginning and completion date pursuant to the reporting requirements stated elsewhere herein.
  - 1) Dust all vertical surfaces of office furniture and equipment
  - 2) Dust all coat racks
  - 3) Dust/clean tops of all partitions and tops of wall-mounted cabinets
  - 4) Dust all venetian blinds
  - 5) Clean/dust all interior and exterior doors and frames
  - 6) Clean both sides of all interior windows of side glass transoms of office doors
  - 7) Clean all glass surfaces other than windows

## **VII. Annual Requirements:**

- a. Within the first sixty (60) calendar days following award of the contract and on an annual basis thereafter, the Contractor shall complete the annual requirement by the 10<sup>th</sup> working day of October each year. Due to the condition of the building and the timing of the beginning date of the contract, MoDOT may choose to waive the requirement for performing the annual requirements in October of the original contract period only. The Contractor must perform the identified task between the hours of 3:00 p.m. and 11:00 p.m., on any day, Monday through Friday, excluding state holidays, unless MoDOT otherwise approves other day(s) or times. Seventy-two (72) hours prior to performing the tasks listed, the Contractor must notify MoDOT of the beginning and completion date pursuant to the reporting requirements stated elsewhere herein.
  - 1) The Contractor shall clean all wall surfaces, taking care not to use any liquid or product that will mar or scratch the wall coverings.
  - 2) Clean/vacuum all ceiling, door, and wall vents.

**VIII. 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.

a. Daily Requirements: The Contractor shall perform the following tasks on a daily basis, five nights each week, Monday through Friday, excluding state holidays, between the hours of 3:00 p.m. and 11:00 p.m. Refer to Appendix B for cleaning times for secured areas of affected buildings.

- 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.
  - i. A dual sided mop bucket required.
  - ii. Water must be changed for each restroom.
- 5) Clean stall partitions, doors, doorframes, and 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) Remove cobwebs from all ceilings, doors, ceiling fans, and corners within each building.
- 11) Report all damage.

b. Weekly Requirements: The Contractor shall perform the following tasks at least one time every week. The Contractor shall perform the listed tasks between the hours of 3:00 p.m. and 11:00 p.m., on any day, Monday through Friday, excluding state holidays, unless MoDOT otherwise approves other day(s) or times.

- 1) The Contractor shall clean the air diffusers in all restrooms and spot clean all exposed pipes one (1) time per week between the hours of 3:00 p.m. and 11:00 p.m. on any day, Monday through Friday, excluding state holidays, unless MoDOT otherwise approves other day(s) or times.

c. Monthly Requirements: One (1) time per month, within the first ten (10) consecutive workdays of each month, the Contractor must perform the monthly tasks listed below. The Contractor must perform these tasks between the hours of 3:00 p.m. and 11:00 p.m. any day, Monday through Friday, excluding state holidays, unless otherwise approved by MoDOT. Seventy-two (72) hours prior to performance of the monthly requirements, the Contractor must notify MoDOT of the beginning date and completion date pursuant to the reporting requirements stated elsewhere herein.

- 1) The Contractor shall clean and disinfect all walls and machine scrub all restroom floors.

## **XI. Supplemental Service Requirements:**

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

- a. Spray and buff hard surface floors in order to remove scuffs and black marks from floor and baseboards if and when requested for special meetings.
  - 1) The contractor must perform this service with a one day notice.
- b. Strip and refinish all hard surface floors with two (2) coats of skid-proof wax.
  - 1) The Contractor must notify MoDOT at least seventy-two (72) hours in advance. In addition, the Contractor shall be responsible to resolve problem areas as requested by MoDOT.
- c. Deep clean all carpet via wet extraction method.
  - 1) The Contractor must notify MoDOT at least seventy-two (72) hours in advance of carpet cleaning in order for the building tenants to prepare for the carpet cleaning. In addition, the Contractor shall be responsible to resolve problem areas as requested by MoDOT.
- d. Deep Cleaning of Upholstered Furniture: On an as needed, if needed basis as determined and instructed by MoDOT, the Contractor shall perform deep cleaning services for the following upholstered furniture.
- e. Vacuum all cloth partitions and dust bases.
- f. Construction Clean-up: Due to construction, there is often a need for additional cleaning in construction areas. Therefore, on an as needed, if needed basis, as determined and instructed by MoDOT, the Contractor shall provide one-time and/or on-going construction clean-up.
- g. Additional Personnel: The Contractor shall provide janitorial personnel on an as needed, if needed basis.

## **XII. Reporting Requirements:**

- a. Seventy-two (72) hours prior to performing any of the monthly, quarterly, semi-annual, and annual tasks required herein, the Contractor shall notify MoDOT, in writing, of the anticipated beginning and completion date for each required task. The Contractor must follow-up with a written notice of the satisfactory completion thereof and shall obtain the written approval of each task from MoDOT. Such notification shall hereinafter be referred to as the "task schedule notice."
- b. The Contractor shall maintain a daily log of all services performed on that day. This daily log shall also reference any abnormal or unusual conditions affecting the physical and material aspects of the building or its contents such as unlocked doors, breakage, damage, and/or any mitigating circumstances that prevented the Contractor's employees from performing the contractual service. The daily log shall remain at the building in a mutually agreed upon location accessible to both the Contractor and MoDOT. The daily log shall become the property of MoDOT.
  - 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.

### **XIII. Personnel and Security Requirements:**

- a. Working Supervisor: The Contractor shall provide a working supervisor who shall be located on-site and shall provide a minimum of forty (40) hours of service at times indicated by MoDOT. The supervisor must have at least two (2) years of recent experience in directing cleaning type operations in a supervisory capacity for buildings of the approximate size and characteristics of MoDOT's buildings. The Contractor's working supervisor shall, at a minimum, be responsible for the following:
  - 1) Supervision of all the Contractor's employees and the services provided by such employees as required to satisfactorily perform the requirements of the contract. Supervision must be on-site during all cleaning hours.
  - 2) Inspect services performed each day and assuring that all requirements are completed satisfactorily and acceptable to the standards established by MoDOT.
  - 3) Train and assign duties for the Contractor's employees as necessary.
  - 4) Working with and maintaining a positive working relationship with MoDOT employees, the tenants of the building, and the general public.
  - 5) Insure the required reports are submitted as required, or as needed.
  - 6) Coordinate with MoDOT's contact person on a daily basis regarding problems and/or other directions.
  - 7) Meet, when requested, with the MoDOT contact person during normal business hours (7:30 a.m. to 4:00 p.m.) to discuss janitorial service. Such meetings may be requested by either party and should occur twice weekly.
- b. MoDOT reserves the right to approve or disapprove appointment of any of the Contractor's employees to provide the required services. MoDOT also reserves the right to request replacement of any of the Contractor's employees. Unless the situation with 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 any unsatisfactory employee(s).
- c. The Contractor shall be responsible for supervision of all of the Contractor's employees and the services provided by such employees as required to satisfactorily perform the requirements of the contract.
- d. The Contractor, or the Contractor's designee, 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) The Contractor's designee must have the express authority to speak on behalf of the Contractor and to make decisions on the behalf of the Contractor.
  - 2) By no later than ten (10) calendar days after award of the contract, the Contractor shall provide MoDOT with the name, address, and telephone number of the Contractor's designee.
- e. 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:
    - i. A copy of the security clearance information obtained from their State Highway Patrol for each employee.
    - ii. A completed Authorization for Release of Information Form and Confidentiality Oath individually signed by the Contractor and each current or anticipated employee who shall be assigned to the contract.
  - 2) For each new or unanticipated employee, the Contractor must provide MoDOT with an approved security clearance, Authorization for Release of Information, and Confidentiality Oath forty – eight (48) hours prior

to such employee providing service. The employee is not allowed to enter any MoDOT buildings and work until notification of approval by MoDOT is given.

- 3) MoDOT shall have the right to disapprove access to any building to any of the Contractor's employees for any reason.
- f. 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 break rooms.
- g. The Contractor must ensure that each of the Contractor's employees are appropriately dressed while on-site and is wearing an article of clothing identifying the Contractor and have a visible picture ID tag at all times.
- h. The Contractor's employees shall not loiter in the buildings nor smoke anywhere in the buildings.
- i. The Contractor shall not use nor allow the Contractor's employees to use any MoDOT telephones and/or equipment in the building except for the beverage and snack vending machines.
- j. 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.).
- k. 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.).

#### **IX. Security Requirements:**

- a. The Contractor shall be responsible for excluding all unauthorized persons from entering the building and for keeping the building locked after 4:00 p.m. while the Contractor or the Contractor's employees are on the premises. All employees of the Contractor shall be required to wear identification that clearly indicates they are an employee of the Contractor.
  - 1) Employees of the Contractor shall not be allowed to bring friends or family members into MoDOT facilities. The Contractor shall ensure that only authorized employees of the Contractor are permitted access to MoDOT facilities to conduct janitorial duties only.
  - 2) The Contractor and the Contractor's employees shall not carry firearms or any other lethal weapons inside any MoDOT building.
- b. When the Contractor and/or the Contractor's employees leave the building, the Contractor shall ensure all doors are locked and all lights are turned off, except those lights specified to be left on. In addition, if the building contains other security system(s), the Contractor shall activate the system(s) according to instructions in order to protect the security of the building.
- c. The Contractor shall be issued keys and/or electronic cards to all areas in which janitorial services shall be provided. The Contractor must take care of and not lose any such keys and/or electronic cards nor shall the Contractor's employees who are issued access cards be allowed to loan the cards to anyone else. If additional keys are issued for lost keys, MoDOT will charge the Contractor \$35 per lost key. In addition, the Contractor shall not duplicate any of the keys and/or electronic cards issued to the Contractor. If evidence of duplication is ascertained beyond reasonable doubt, MoDOT shall have the right to immediately replace the locks and all keys and/or electronic cards and to charge the Contractor for such replacement.
  - 1) At the expiration/cancellation of the contract, the Contractor must surrender all keys and/or electronic cards originally issued to the Contractor by MoDOT. Any payments due the Contractor shall be withheld until the Contractor has surrendered all keys and/or electronic cards issued. In the event all keys and/or electronic cards are not returned, the Contractor shall pay MoDOT for the actual costs incurred for the replacement of all locks and keys and/or electronic cards, including keys and/or electronic cards held by the building tenants.
  - 2) In addition, in the event the Contractor or a Contractor's employee loses a key(s) and/or electronic card(s), the Contractor must notify MoDOT within one (1) working day from the date the loss is discovered. The Contractor shall pay MoDOT for the actual costs incurred for the replacement of all locks and keys and/or electronic cards, including keys and/or electronic cards held by the building tenants.

- d. Employees of the Contractor shall not attempt to circumvent any security process or system within MoDOT facilities including, but not necessarily limited to, propping open doors within MoDOT facilities.
- e. 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.

**X. Contract Period:**

- a. The contract shall commence from the date of award until January 31, 2011 with up to two (2) one-year renewal option periods. If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT. If the option for renewal is exercised by MoDOT, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated herein.
  - 1) If renewal prices are not provided, the prices during renewal periods shall be the same as during the original contract period.
  - 2) MoDOT does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.
  - 3) In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.

**PRICING PAGE ONE (1)**

**(A) JANITORIAL SERVICES**

The Bidder shall provide a firm, fixed price per square foot, per month, in the table below, for the original contract period and a maximum price per square foot, per month, for each potential renewal period for providing all janitorial services in accordance with the provisions and requirements specified herein. In addition, the Bidder shall provide a firm, fixed percentage over net cost for providing all janitorial supplies in accordance with the provisions and requirements specified herein. All costs associated with providing the required services shall be included in the stated prices.

<b>Item #</b>	<b>Description</b>	<b>Original Contract Period</b>	<b>1<sup>st</sup> Renewal Period</b>	<b>2<sup>nd</sup> Renewal Period</b>
001	Janitorial Services	\$ _____ Per Square Foot, Per Month	\$ _____ Per Square Foot, Per Month	\$ _____ Per Square Foot, Per Month

**(B) SUPPLEMENTAL SERVICES**

The Bidder shall provide, in the table below, firm, fixed prices for each of the following supplemental services in accordance with the provisions and requirements specified herein. All costs associated with providing the required services shall be included in the stated prices.

<b>Item #</b>	<b>Description</b>	<b>Original Contract Period</b>	<b>1<sup>st</sup> Renewal Period</b>	<b>2<sup>nd</sup> Renewal Period</b>
<b>For cleaning carpet <u>in addition to that required herein:</u></b>				
003	Deep clean carpet/water extraction	\$ _____ Per Square Foot	\$ _____ Per Square Foot	\$ _____ Per Square Foot
<b>For cleaning hard flooring <u>in addition to that required herein:</u></b>				
004	Clean and seal concrete flooring	\$ _____ Per Square Foot	\$ _____ Per Square Foot	\$ _____ Per Square Foot
005	Strip and refinish hard flooring	\$ _____ Per Square Foot	\$ _____ Per Square Foot	\$ _____ Per Square Foot
006	Spray and buff hard surface floors	\$ _____ Per Square Foot	\$ _____ Per Square Foot	\$ _____ Per Square Foot
<b>For deep cleaning of upholstered furniture <u>in addition to that required herein:</u></b>				
007	For each chair cleaned	\$ _____ Per manager's chair	\$ _____ Per manager's chair	\$ _____ Per manager's chair

**PRICING PAGE TWO (2)**

<b>Item #</b>	<b>Description</b>	<b>Original Contract Period</b>	<b>1<sup>st</sup> Renewal Period</b>	<b>2<sup>nd</sup> Renewal Period</b>
<b>For construction clean-up services:</b>				
008	One time construction clean-up	\$ _____ Per Hour, Per Person	\$ _____ Per Hour, Per Person	\$ _____ Per Hour, Per Person
009	Ongoing construction clean-up	\$ _____ Per Hour, Per Person	\$ _____ Per Hour, Per Person	\$ _____ Per Hour, Per Person
<b>For additional per hour janitorial services:</b>				
010	Additional janitorial personnel	\$ _____ Per Hour, Per Person	\$ _____ Per Hour, Per Person	\$ _____ Per Hour, Per Person

**(C) BID LIMITATION**

The Bidder shall provide, in the table below, their maximum are number of square feet that they have the capacity to provide the services described herein, beginning January 3, 2011. The MHTC will award by building(s) or building grouping(s) in a manner that is most advantageous to the department based on cost.

<b>DAY TIME CLEANING</b>	<b>DAY TIME CLEANING</b>
<u>MAXIMUM NUMBER OF SQUARE FEET</u>	<u>MAXIMUM NUMBER OF SQUARE FEET</u>

\_\_\_\_\_  
(Signature/Title)

\_\_\_\_\_  
(Date)

**APPENDIX A**

**Locations and Approximate Square Footage**

**Central Office contact person:  
Dale Brandt 573-751-4793**

<b>CENTRAL OFFICE – LOCATIONS</b>	<b>Square Footage-Evening Cleaning</b>	<b>Square Footage-Day-time Cleaning</b>
Annex – 601 W. Main	36,078	1,900
Annex Training Center – 601 W. Main	16,052	0
Central Office Building – 105 W. Capital Ave.	102,310	
St. Mary's West – 2217 St. Mary's Blvd	7,800	0
GS Complex – 830 MoDOT Drive	45,840	800
Sign Shop – 754 MoDOT Drive	0	2,392
Bridge Maintenance – 910 MoDOT Drive	0	1,784
Central Lab – 1617 Missouri Blvd	59,271	0
One Stop – 1320 Creek Trail Drive	36,000	0
Old Archives – 930 MoDOT Drive	0	944
Memorial Airport – Hanger	0	600
<b>Total Central Office Daytime &amp; Evening Square Footage</b>	<b>303,351</b>	<b>8,420</b>

**District 5 contact person:  
Corey Duemmel 573-526-6965**

<b>DISTRICT 5 – LOCATIONS</b> <i>(All locations are evening cleaning)</i>	<b>Square Footage-Evening Cleaning</b>	<b>Square Footage-Day-time Cleaning</b>
District 5 Administration Offices – 1511 Missouri Blvd. <i>Includes: Main Level, 2<sup>nd</sup> Floor, Stairwells, Side Entrances, Elevator, Garage Office, Garage Bathroom, Computer Room(s)</i>	34,539	0
**Survey Building – 1507 Missouri Blvd <i>Does not include: Garage area</i>	7,000	0
**Jefferson City Project Office – 5616 Red Eagle Dr. <i>Does not include: Garage area</i>	3,700	0
<b>Total District 5 Evening Square Footage</b>	<b>45,239</b>	

*\*\* Indicates 'Once Per Week' cleaning (TBD)*

## **APPENDIX B**

### **Cleaning Requirements for Secured Areas In Applicable Buildings**

#### **105 West Capitol:**

The entire 1<sup>st</sup> floor is a secured area; all office doors automatically lock at 4:30 p.m.:

- The Audits and Investigation Office must be cleaned between the hours of 3:00 p.m. to 5:00 p.m. daily. Only the Contractor's Supervisor and one (1) other employee will be given access during this time to clean the area.
- The Chief Counsel's Office and the Office of Public Information and Outreach can only be accessed after 4:30 p.m. daily for cleaning. Only the Contractor's Supervisor and one (1) other employee will be given access in order time to clean this area.
- All other management offices on the 1<sup>st</sup> floor can only be accessed after 4:30 p.m. daily for cleaning. Only the Contractor's Supervisor and one (1) other employee will be given access in order time to clean this area. Cleaning of these offices is to take place after all employees have exited the area.

#### **3<sup>rd</sup> Floor:**

- The Contract Room, located on the south side of the 3<sup>rd</sup> floor, must be cleaned between the hours of 3:00 p.m. to 4:00 p.m. daily. Only the Contractor's Supervisor and one (1) other employee will be given access during this time to clean the area.

#### **601 West Main (Annex)**

The following areas are secured:

- The Main Floor Artifacts Room. This office is restricted and no access will be allowed by the Contractor or the Contractor's employees.
- The Information Systems Center (as stipulated by IS Management). ONLY the Contractor's Supervisor will be allowed access to clean this area.







**COOPERATIVE AGREEMENT NOTICE**

The Department is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials and supplies that meet the Highway and Transportation Department specifications.

Each bidder is asked to indicate below whether they would be willing to offer **(Janitorial Services)** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **(Janitorial Services)** meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES \_\_\_\_\_ NO \_\_\_\_\_

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location \_\_\_\_\_

Indicate the deadline date that orders will be accepted. \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

(Each vendor should complete the appropriate sections of their form and submit with their bid.)

**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 an offeror 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 offeror **must** provide the following with the proposal 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 proposals, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in, stating that the offeror 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 offeror'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

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

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Service-Disabled Veteran Business Name

---

*Service-Disabled Veteran's Signature*

---

Missouri Address of Service-Disabled Veteran Business

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Missouri Highways and Transportation Commission  
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

**STANDARD SOLICITATION PROVISIONS**

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids, 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 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 and must be adhered to. If time varies on different items, the Bidder shall so state.
- e. If providing bids for commodities, the Bidder 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 is a firm deadline and all bids 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, the Bidder 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.

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- 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 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 (6<sup>th</sup>) 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, 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.**

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- 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.

**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**

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**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 \$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.

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.

**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](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm).