



**MISSOURI DEPARTMENT OF TRANSPORTATION  
 INFORMAL QUOTE GUIDELINES AND DOCUMENTATION  
 FOR PURCHASES ABOVE \$3,000 TO \$24,999.99  
 THIS IS NOT AN ORDER**

**REQUEST FOR QUOTATION**

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE:  <b>FEBRUARY 2, 2009</b>	<b>QUOTE DUE BY (DATE AND TIME):</b>  <b>FEBRUARY 26, 2009 (1:00 PM CST)</b>  <b>FAX BACK TO (573) 526-6796.</b>	F.O.B. REQUIREMENTS:  <b>FOB DESTINATION</b>
TO BE DELIVERED/COMPLETED NO LATER THAN:  <b>AS SPECIFIED</b>	<b>QUOTATION #:</b> <b>D5-09-020Q</b>  THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.	BUYER NAME:  <b>SHELDON REDEL          PROCUREMENT AGENT</b>  PHONE NUMBER: <b>573-751-7708</b> FAX NUMBER: <b>573-526-6796</b>
District Mailing Address:  <b>MoDOT District 5 Office          1511 Missouri Blvd.          P.O. Box 718          Jefferson City, MO 65102</b>		Delivery Locations:  <b>MoDOT D5, Camdenton Project Office          93 Morgan St.          Camdenton, MO 65020</b>

The Missouri Department of Transportation desires to establish pricing for a **Janitorial Services to the Missouri Department of Transportation's District 5 Camdenton Project Office.**

ITEM	U/M	QTY	DESCRIPTION			
			See attached specifications and pricing sheet.			
<b>All quotes can be faxed back to (573) 526-6796.</b>						

Award will be based on the lowest responsive bidder demonstrating the necessary knowledge, experience, and resources to accomplish the requirements set forth herein

Awarded vendor MUST:

1. *Be in compliance with House Bill 600, Section 34.040.6 RSMo, which states MoDOT is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in RSMo 144, their number is (573) 751-9268.*
2. *Be in good standing with the Secretary of State's office prior to issuance of 'Notice to Proceed.' Their phone number is (573) 751-4936.*
3. *Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by*

- Submitting a completed, notarized copy of AFFIDAVIT OF WORK AUTHORIZATION, and
- Proving documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services request herein.

E-verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program. E-Verify is available at [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm)

If it cannot be determined that a vendor is compliant with the above, it shall be the vendors responsibility to provide the documentation within a reasonable amount of time in relation to the needs within the bid.

Awarded Vendor may be required to fill out a Vendor Registration Form if vendor has not conducted business with the State of Missouri within the last two (2) years, in order to allow the Missouri Department of Transportation to pay invoice.

**VENDOR NAME:**

**Missouri Department of Transportation purchase orders must be issued to the invoicing company/address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor must specify the "remit to" company/address in the vendor notes section (above).**

**VENDOR INFORMATION**

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes):  Phone #:  Fax #:  Cellular #:  Email:									
Printed Name and Title of Responsible Officer or Employee:	Signature:									
<p>Is your company registered/certified with the State of Missouri as a (please circle):</p> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">MINORITY BUSINESS ENTERPRISE (MBE) ?</td> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> <tr> <td style="text-align: center;">WOMEN BUSINESS ENTERPRISE (WBE) ?</td> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> <tr> <td style="text-align: center;">Would your company like information on becoming a registered/certified MBE/WBE vendor?</td> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> </table>		MINORITY BUSINESS ENTERPRISE (MBE) ?	YES	NO	WOMEN BUSINESS ENTERPRISE (WBE) ?	YES	NO	Would your company like information on becoming a registered/certified MBE/WBE vendor?	YES	NO
MINORITY BUSINESS ENTERPRISE (MBE) ?	YES	NO								
WOMEN BUSINESS ENTERPRISE (WBE) ?	YES	NO								
Would your company like information on becoming a registered/certified MBE/WBE vendor?	YES	NO								

**All responses to this Request for Quotation MUST be submitted on this form and all pages MUST be returned to the Buyer listed above at the District mailing address shown.**

**Quote for Janitorial Services  
Missouri Department Of Transportation  
District 5 Camdenton Project Office Building  
Camdenton, Missouri**

**1. GENERAL REQUIREMENTS**

- A. Provide janitorial services as specified herein for the Missouri Highways and Transportation Commission, (hereinafter referred to as the Commission) in a manner consistent with professional janitorial practices and to the complete satisfaction of the Commission.

**2. EXPERIENCE**

- A. The contractor must have two (2) years experience as a company in the janitorial business to qualified as an acceptable bidder. Contractor must fill out 'Bidder's Experience and Reliability' sheet.

**3. PERSONNEL REQUIREMENTS**

- A. The contractor shall be responsible for all supervision required to satisfactorily perform the requirements of the contract.
- B. The contractor shall name in writing a designated representative and alternate available daily to the Commission. The contractor shall also supply address and telephone number of the contact person and alternate. This representative should be available during normal business hours (6:30 AM to 4:30 PM- Monday through Friday) for telephone conversations and/or meetings with personnel from the department regarding the janitorial services. This representative shall have the authority to speak on behalf of the contractor and make decisions on behalf of the contractor.
- C. There shall at least be one (1) appointed supervisor on the cleaning crew and must have at least two (2) years of recent experience in directing cleaning type operations in a supervisory capacity for similar type government or public entity buildings.
- D. The Contractor shall not use, nor allow the employees of the Contractor to use any Commission telephone(s), without prior approval of the Commission.
- E. The Contractor or employees of the contractor shall not be permitted guests or visitors while on the premises of the Commission without prior approval of the Commission, or the Commission's representative.
- F. See Appendix A

**4. EQUIPMENT AND SUPPLY REQUIREMENTS**

- A. The contractor must furnish and maintain, in good repair, equipment necessary to perform this janitorial service including, but not limited to mops, brooms, shampooers, buffers, sweepers, etc.
- B. The contractor may either own or rent, at the contractor's expense, equipment for performing the requirements of the contract.
- C. Toilet tissue, paper towels, trash can liners, liquid hand soap and sanitary liners will be furnished by the Department. The contractor will place these items in their respective receptacles.

- D. The contractor shall furnish all cleaning chemicals, including but not limited to stripper, wax, shampoo, glass cleaner, disinfectant, etc.
- E. The contractor shall not use any products, supplies or equipment which may be injurious or damaging to the surface upon which they are applied.
- F. A closet/area will be provided in each building designated for the contractors use. This area will be kept clean and free of debris. Contractor shall have in place in this area Material Safety Data Sheets (MSDS) for all products/chemicals used in their cleaning processes.

## 5. SECURITY REQUIREMENTS

- A. The contractor shall be responsible for keeping the Commission's areas of the building locked while the contractor or the contractor's employees are on the premises. Only authorized persons shall be permitted on premises. The contractor shall be responsible for locking all doors and turning lights off upon completion of the janitorial services. If applicable, the contractor will also be responsible for activating any security system(s) according to instructions in order to protect the security of the building.
- B. The contractor shall be held responsible for any breakage, damage and/or loss of the Commission's equipment or supplies through negligence and/or other inappropriate actions of the contractor or the contractor's employees while working on the Commission's premises.
- C. 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. The contractor and its employees must not at any time disclose, directly or indirectly, any information gained during the performance of the services required by the contract.
- D. See Appendix A.

## 6. SPECIFIC REQUIREMENTS

Workers will not perform work duties during normal office hours (6:30 AM to 4:00 PM – Monday through Friday). Additional duties may be performed on weekend days as scheduled with the Commission's contact person. The contractor shall notify the Commission or the Commission's representative, on schedules of weekly, monthly, quarterly, and annual contractual duties.

### **A. DAILY (Defined as Tuesdays and Fridays):**

The contractor shall perform the following tasks two nights each week, Tuesday and Friday, excluding state holidays. In the event a holiday falls on one of the scheduled workday, the contractor shall perform the work the day before or after depending on the night of the week.

1. Dust all horizontal surfaces with treated dust cloths. When dusting surfaces of desks, no paper, books, or other items should be disturbed. It is the responsibility of the MoDOT employee to remove such items in preparation for janitorial cleaning each night.
2. Vacuum all carpets nightly, including entrance mats.
3. Empty all wastepaper baskets, trash and disposal containers, place refuse in the dumpsters and replace bags. Wastebaskets to be washed as necessary to be kept clean. Any shredded paper in trash bags should be considered trash and be disposed of. Empty all recyclable materials in designated containers.

4. Thoroughly clean both office and garage restrooms and restroom fixtures, including mirrors, shelves, washbasins, showers, stools, urinals, partitions and doors. All restroom equipment must be properly disinfected and bathrooms shall be restocked with necessary supplies. Fill paper towel dispensers, soap dispensers, sanitary liners and toilet paper rolls.
5. Clean urinal and sink in supply closet and restock with supplies.
6. Wipe down tables, cabinets, and countertops in kitchen/break room.
7. Clean break room/break areas – including vacuuming carpet or wet mopping tile floors, clean, disinfect, and polish sinks, counter tops, and tables. Dust and/or damp wipe refrigerators (exterior surfaces).
8. Check lamps/bulbs in all light fixtures and replace as necessary.
9. Thoroughly sweep all non-carpeted floors using treated brooms or dust mops, as appropriate.
10. Wet mop entrances to enhance appearance and protection.
11. Wet mop all restroom floors using disinfectant.
12. Clean all door glass inside and outside, removing all fingerprints and dirt.
13. All handrails, doorknobs and levers shall be cleaned and properly disinfected.
14. Clean, polish and disinfect all drinking fountain if any.
15. Clean all receptacles for smoking materials at building entrances if any.
16. Spot clean all walls and partition surfaces including light switches when required, to give a clean, satisfactory appearance.
17. Remove black marks; high speed buff/polish if necessary.
18. On a daily basis, the contractor shall perform any and all other related and contingent miscellaneous janitorial duties, which may arise from time to time as a result of accidental spilling of material, supplies and products

**B. WEEKLY (Defined as Tuesday of every week):**

The contractor shall perform the following tasks on a weekly basis.

1. Wet-mop all tile floor areas, not mopped on a daily basis.
2. Clean all furniture, countertops, etc., with an all-purpose cleaner and/or furniture polish.
3. Remove all cobwebs from ceilings, doors, and corners within the building, as needed.
4. Spot clean carpet as necessary.
5. High speed buff all tile floors.
6. Dust all vertical surfaces of office furniture and equipment, including partitions.

7. Dust and/or damp wipe break room chairs.
8. Dust high/low, including but not limited to picture frames, chair legs, window frames, window blinds, etc.
9. Clean window ledges.

**C. MONTHLY (Defined as first Tuesday of every month):**

The contractor shall perform the following tasks on a monthly basis.

1. Thoroughly scrub tile floor areas, removing all black marks; apply a thin coat of skid proof wax or floor finisher.
2. Vacuum all upholstered furniture.
3. Sweep, dust, and mop storage areas.
4. Clean and dust all ceiling fans, vents and baseboards.
5. Dust and disinfect all telephones.
6. Clean air conditioner filters.

**D. QUARTERLY (Defined as the first Friday of the 3<sup>rd</sup>, 6<sup>th</sup>, 9<sup>th</sup> and 12<sup>th</sup> months of contract):**

The contractor shall provide the following services on a quarterly basis.

1. Clean all registers, heating and cooling ventilators tops of partitions, and exposed pipes.
2. Dust all light fixtures, lenses, and tubes.
3. Replace furnace filter with Filtrete Filter or equivalent pleated permanently charged electrostatic filter.

**E. SEMI-ANNUAL (Defined as the last Friday of the 5<sup>th</sup> and 10<sup>th</sup> month of contract)**

1. Shampoo and deep clean all carpeted areas via wet extraction method. The contractor must notify MoDOT as a reminder, at least 72 hours in advance of carpet cleaning for preparation.
2. Clean all wall surfaces, taking care not to use any liquid that will mar or scratch the walls or partition panels.

**F. ANNUALLY (Defined as the first Friday of the 6<sup>th</sup> month of contract):**

The contractor shall provide the following services on an annual basis at the Camdenton Project Office:

1. Strip, wax, and seal all tiled floor areas being serviced.

## G. MISCELLANEOUS:

1. The contractor shall perform any and all other related and contingent miscellaneous janitorial cleaning duties which may arise as a result of accidental stains or untidy conditions at no cost to the Commission. Severe stains or conditions which cannot be corrected will be addressed by the Commission representative.
2. The contractor shall supply a carpet runner for the garage entrance door to the office.
  - a. Extra runners should be supplied by contractor as needed to maintain carpet cleanliness. Prior approval required by area engineer.

## 7. INSURANCE REQUIREMENTS

The contractor shall obtain and maintain in effect at all times during the term of this contract the following insurance: Workmen's Compensation within statutory limits, Bodily Injury with limits of \$400,000 for each person and \$1,000,000 per occurrence. **The successful vendor must provide a copy of their certificate(s) of insurance showing the minimum coverage's listed above, within 5 working days of Notice of Award. Notice to Proceed will not be issued until insurance certificate(s) have been received and verified. In the event the bidder cannot or did not submit the insurance certificate(s) in the required time, MoDOT will cancel the Notice of Award and may issue the Notice to Award to the next "lowest and best" bidder.**

## 8. DEPARTMENT RESPONSIBILITY

- A. The Commission's representative will be the Resident Engineer or designated alternate.
- B. Promptly process payments.
- C. Payment will be made within 30 days of the end of each month or when invoice is received, whichever is later.
- D. The Commission representative shall provide a communication logbook which shall be reviewed by the Contractor on a daily basis. The Commission representative shall designate a mutually agreeable permanent location for the communication logbook. This logbook will not be removed from the premises and is the property of the department. Entries into the communication logbook shall be made by the Commission representative and/or the Contractor's representative only, unless other agreed upon representative(s) are designated. The communication logbook shall provide daily communications between the Commission and the Contractor containing, but not necessarily limited to:
  1. Abnormal or unusual conditions affecting the physical and material aspects of the building or its contents. (i.e. unlocked doors, breakage, damage)
  2. Mitigating circumstances which prevented the contractor's employees from performing the contractual service(s).
  3. Infractions of the Contractor employees.
  4. Infractions of the specified requirements for the contract.
  5. Unsatisfactory performance by the Contractor.
  6. Security infractions.

- i. The communication log book shall not necessarily be the only means of communication but shall be kept updated regularly and considered official documentation.
- ii. Repeated unsatisfactory performance and/or infractions of the contract shall be addressed in formal correspondence to the Contractor.

## 9. GENERAL CONDITIONS

- A. The various tasks and schedules for performances of work, as outlined in this contract, are not to be taken as limiting. All work is to be performed in a manner satisfactory to and acceptable by the Commission. The intent of this contract is for the building, office equipment and furniture to be kept clean and in first-class condition.
- B. If special attention is needed, a note shall be left in a mutually determined area, and/or a phone call made to the contractor, or contractor's representative.
- C. The contractor shall submit either monthly or bi-monthly invoices, listing the days worked in that time period, billed at the "per day" quoted rate, to MoDOT – District 5 Camdenton Project Office, 93 Morgan St., Camdenton, Missouri 65020.
- D. The contractor shall fully coordinate his or her activities in the performance of the contract with the Commission's designated representative.
- E. NONSOLICITATION: The contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- F. AUDIT OF RECORDS: The contractor must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. The records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

## **10. OTHER CONTRACTUAL REQUIRMENTS**

The contractor understands and agrees that by signing the RFQ document they certify that:

- The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and stat laws. This includes but is not limited to the Illegal Immigration Reform and Immigration Responsibility Act (IIRIRA) and INA Section 274A.
- If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
- The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- The contractor shall maintain enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services included herein.

## QUOTE FOR JANITORIAL SERVICES

### 1. BIDDING REQUIREMENTS

- A. The contractor shall provide janitorial services for the Missouri Department of Transportation's District Five (5) Camdenton Project Office located at 93 Morgan St., Camdenton, Missouri, in accordance with the terms and conditions set forth herein. The contractor must perform all janitorial services as outlined in RFQ # D5-09-020Q in a manner satisfactory and acceptable to the Missouri Department of Transportation.
- B. The contractor shall provide services for approximately **2,640** total square feet, which includes all building space, garage bathroom, except the garage. Contractor agrees that any addition to the square footage of said Building will be added at the stated rate quoted per square foot on this form.
- C. Pre-Bid Meeting: A Non-mandatory Pre-Bid meeting is scheduled for **10:00 AM on Tuesday, February 10, 2009**, at the Commission's District 5 Camdenton Project Office. During the meeting a "walk-through" of the areas included in bid will be conducted.
- D. Each bidder is solely responsible for a prudent and complete inspection, examination, and assessment of the work site facilities, and/or any existing condition, factor, or item that may affect or impact on the performance of service described and required by this quote.
- E. All questions regarding the scope of work involved with this quote should be directed to Sheldon Redel, General Services, at (573) 751-7708.
- F. Quotes must be received no later than **1:00 PM (CST) on Thursday, FEBRUARY 26, 2009**, at the **Missouri Department Of Transportation – District 5, General Services Procurement Division, ATTN: Sheldon Redel – General Services, 1511 Missouri Blvd, P.O. Box 718, Jefferson City, Missouri 65102**. Quotes may also be faxed to 573-526-6796. The Department does not recognize the U.S. Mail, United Parcel Service, Federal Express, or any other entity or organization, as its agent for purposes of accepting quotes.
- G. The bidder may withdraw, modify, or correct their quote after it has been deposited with the department, provided such request is submitted in writing and received before the time specified for opening quotes. Such a request received within the time specified will be accepted, attached to the quote and the quote will be considered to have been modified accordingly. No quote may be modified, corrected, or withdrawn after the time specified for the opening of quotes.
- H. The Missouri Department Of Transportation reserves the right to reject any and all quotes. Once the quotes are opened, bidders cannot change, supplement, or withdraw the quote without the written permission of the Highway Commission.

### 2. CONTRACT PERIOD

The anticipated contract will begin March 1, 2009 and ends February 28, 2010. (Beginning date may vary pending approval of the contract by the Commission. All invoices will be pro-rated the first month if service begins in the middle of the month.)

### 3. CONTRACT EXTENSION

The Missouri Department Of Transportation shall have the right, if mutually agreed, to extend the Contract period for up to two (2) additional one-year periods, or any portion thereof.

**PRICING PAGE**

The bidder shall provide a firm, fixed daily price for the duration of the original contract period. This per day price shall include all services required to be in compliance with the daily, weekly, monthly, quarterly, semi-annually, annually and all miscellaneous tasks as defined in this Request For Quote.

The annual contract total is calculated based on a 104 workday calendar (52 weeks times (x) 2 workdays, Tuesdays and Fridays). All costs associated with providing the required services shall be included in the stated price(s).

<b>DESCRIPTION</b>	<b>ORIGINAL CONTRACT PERIOD</b> <i>Firm Fixed Price</i>	<b>1<sup>st</sup> RENEWAL PERIOD</b> <i>Maximum Price</i>	<b>2<sup>nd</sup> RENEWAL PERIOD</b> <i>Maximum Price</i>
Janitorial Services as described in this RFB resulting in a daily rate of:	Per Day	Per Day	Per Day
	(This "Per Day" price based on original square footage of approximately <b>2,640</b> square feet.)		

The contractor understands and agrees that by signing the RFQ document they certify that:

Having examined and being familiar with the site, general provisions, specifications, and all conditions and requirements which may in any way affect the performance of the work or contract, hereby offers and proposes to furnish Janitorial Services for the District 5, Camdenton Project Office, 93 Morgan St., Camdenton Missouri, in accordance with said general provisions, specifications, and contract and within the time therein provided, and to furnish all designated materials, labor, supervision, services, equipment, and everything which may be necessary or incidental thereto, all to the satisfaction of the District Engineer of the Missouri Department of Transportation, District 5, and for the sum of money herein set out or in said specifications provided for.

**AWARD**

The contract will be awarded to the lowest responsive bidder demonstrating the necessary knowledge, experience, and resources to accomplish the requirements set forth herein.

The Missouri Department of Transportation reserves the right to reject any quote received as unacceptable for reasons which may include but not necessarily limited to: 1.) receipt of any information, from any source, regarding unsatisfactory performance of similar services by the bidder within the past five (5) years; and/or 2.) failure by the bidder to demonstrate familiarity with the physical layout and condition of the buildings to be cleaned.

**QUOTES MUST BE RETURNED BY FEBRUARY 26, 2009.**

BIDDER'S EXPERIENCE AND RELIABILITY

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

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

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

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

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

**APPENDIX A**  
ADDITIONAL SECURITY REQUIREMENTS

- A. 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 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) Ensure 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.
  - 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. 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.
  - d. 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 completed copy of Request For Criminal Records Check form obtained from the State Highway Patrol for each employee.
    - 2) For each new or unanticipated employee, the Contractor must provide MoDOT with a completed copy of Request For Criminal Records Check form obtained from the State Highway Patrol prior to such employee providing service.
    - 3) MoDOT shall have the right to disapprove access to any building to any of the Contractor's employees for any reason.

- e. 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.
- f. 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 picture ID tag at all times.
- g. 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.
- h. The Contractor's employees shall not loiter in the buildings nor smoke anywhere in the buildings, including in the interior loading dock areas.
- i. 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.).
- j. 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.).

B. 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) The Contractor and the Contractor's employees shall not carry firearms or any other lethal weapons inside any MoDOT building.
- b. 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. 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.
- c. 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.



**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

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*Service-Disabled Veteran's Signature*

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Missouri Address of Service-Disabled Veteran Business

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# 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:

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**THIS SECTION MUST BE COMPLETED AND SIGNED:**

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**BY (signature required):** \_\_\_\_\_

**Federal Tax I.D. #:** \_\_\_\_\_ **if no Federal Tax I.D. # - list Social Security #:** \_\_\_\_\_

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

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

**GENERAL TERMS AND CONDITIONS**

**General Performance**

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

**Deliveries**

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

**Nondiscrimination**

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

**Contract/Purchase Order**

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

**Subcontracting**

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and

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

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.
- d. 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.

**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.

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

**Preferences**

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

**Remedies and Rights**

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

**Cancellation of Contract**

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

**Bankruptcy or Insolvency**

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

**Inventions, Patents, and Copyrights**

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

**Inspection and Acceptance**

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

**Warranty**

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

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

- 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**

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
- 1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained if required by law.
  - 2) Public Liability (includes property damage and personal injury):
    - i. Not less than \$400,000 for any one person in a single accident or occurrence.
    - ii. Not less than \$1,000,000 for all claims arising out of a single occurrence.
  - 3) Special Hazard Insurance: As required.
  - 4) Builder's Risk: Not less than the full Contract amount.

**Required Specifications**

- a. All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specification #**D5-09-021Q** and any other provisions outlined in the solicitation documents.

**Award**

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

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

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

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

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

**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.