

February 18, 2010

Contract 75653
Janitorial Services
District Five Headquarters Building
Hutchinson, KS

Dear bidders:

Please take note of the following sections of the enclosed request for bids for Janitorial Services at the District Five Headquarters Building, 500 N. Hendricks, Hutchinson, Kansas:

Page 4	Items 7 & 8	Bid must be received before 2:00 PM on the closing date at the Dwight D. Eisenhower State Office Building, 700 S.W. Harrison Street, in Topeka.
Page 4	Item 7	Facsimile bids to be sent to: (785) 368-7415
Page 6	Item 2	Contract will be for one (1) year and can be renewed by mutual consent for four (4) additional one (1) year periods.
Page 6	Item 4	Mandatory pre-bid meeting is required for all interested bidders.
Page 6	Item 9	Items to be supplied by KDOT and those to be supplied by Contractor.
Page 7	Item 15	Successful bidder will be required to provide proof of insurance.
Page 8	Item 19	Performance – please read and understand.
Pages 10, 11 & 12		List and frequency of the tasks to be performed. Review carefully.
Page 18		Pricing Sheet/References – Pricing for 5 years.
Pages 13, 14, 15, 16, 18, & 19		Must be completely filled out, signed and submitted as the response to this of bid.

Nancy M. Johnson, CPPB
Procurement Officer

**REQUEST FOR QUOTATION
NUMBER: 75653**

Contract No. 75653
Replaces No. 74984

Date Mailed 02/18/2010

Procurement Officer: Nancy M. Johnson
Telephone: 785-296-3546
E-Mail Address: nancyj@ksdot.org
Web Address for Posting of Contract:
www.ksdot.org/burfiscal/rfq/rfq.asp

CLOSING DATE: 03/11/2010, 2:00 PM

NOTICE TO BIDDERS

Invitations are hereby extended for bids on the attached proposed contract.

TYPE OF CONTRACT: Open End Contract ____ Contract X

ITEM: JANITORIAL SERVICES
DISTRICT FIVE HEADQUARTERS BUILDING
HUTCHINSON, KS

AGENCY: KANSAS DEPARTMENT OF TRANSPORTATION

PERIOD OF CONTRACT: 04/01/2010 THROUGH 03/31/2010
(WITH FOUR (4) ONE (1) YEAR RENEWALS)

GUARANTEE: NOT REQUIRED

Specifications and conditions for bidding and bid forms are attached. The signature page and bid form are to be completed and returned not later than the closing date and time indicated. Inquiries relative to this proposal should indicate the contract number and be directed to the above Procurement Officer.

The KDOT reserves the right to reject any or all bids and to waive technicalities.

OPEN END CONTRACT: An Open End Contract shall be construed as a contractual agreement between a supplier and the KDOT to furnish an undetermined quantity of a commodity (or service) in a given period of time. This may be guided by an estimated quantity based on previous history or other means.

CONTRACT: A Contract shall be construed as a contractual agreement between a supplier and the KDOT to furnish a predetermined quantity of a commodity (or service) in a given period of time.

A MANDATORY PRE-BID MEETING REQUIRED: Vendors interested in bidding shall inspect the premises prior to bidding at 500 N. Hendricks, Hutchinson, Kansas, at 11:00 a.m. on Tuesday, March 2, 2010 for Pre-Bid Meeting.

VENDORS ARE URGED TO BRING A COPY OF THIS ENTIRE RFQ TO THE PRE-BID MEETING – NO COPIES WILL BE DISTRIBUTED AT PRE-BID MEETING.

IF WEATHER IS BAD AND YOU QUESTION WHETHER OR NOT THE PRE-BID MEETING WILL BE HELD CONTACT GLENN McCALL, ADMINISTRATIVE OFFICER, AT (620) 663-3361 FOR INFORMATION.

BUREAU OF FISCAL SERVICES
Rhonda J Seitz, Chief
Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street; Topeka, KS 66603-3745 • (785) 296-3545 • Fax: (785) 296-7927
Hearing Impaired - 711 • e-mail: publicinfo@ksdot.org • Public Access at North Entrance of Building

STATE OF KANSAS**KANSAS DEPARTMENT OF TRANSPORTATION****GENERAL CONDITIONS AND INSTRUCTIONS ON BIDDING****A. GENERAL CONDITIONS**

1. **ACCEPTANCE OR REJECTION AND AWARD OF BIDS:** The Kansas Department of Transportation (KDOT) reserves the right to accept or reject any or all bids or parts of bids, to waive any informality or technicality in bids, and unless otherwise specified to accept any item in the bid. In case of error in extension of prices or other errors in calculation, the unit price shall govern. Award will be made to the lowest responsible bidder complying with conditions and specifications of the invitation to bid.

2. **BID AND PERFORMANCE GUARANTY:** The KDOT is authorized by law to prescribe the amounts of deposit or bond, if required, to be submitted with a bid or a contract and the amount of bond, if required, to be given for the faithful performance of a contract.

When a bid and/or performance guaranty is required, such requirements will be clearly outlined in the invitation to bid.

Unless otherwise specified, the bid and performance guaranty must be:

- a. Certified or cashier's check, or
 - b. A Bid and Performance Bond (this form furnished upon request) payable to the KDOT. The Bid and Performance Bond must be filed with and approved by the KDOT prior to closing date of any quotation for which such bond is to serve as guaranty.
3. **RETURN OF GUARANTY:** The guaranty of the successful bidder will be returned after the contract has been completed by delivery and acceptance of, and payment for goods and/or services. The guaranty of the unsuccessful bidder will be returned after an award has been made to the successful bidder.
 4. **LIQUIDATED DAMAGES:** If the successful bidder fails or refuses to enter into a contract or fails to provide goods and/or services in accordance with terms, and conditions of an accepted bid, then the KDOT may require forfeiture of the guaranty as liquidated damages and/or removal from the bid list.
 5. **DEFAULT:** Any vendor, who defaults on delivery as defined in the proposal form may, at discretion of KDOT, be barred from bidding for a period to be determined by the KDOT.
 6. **PUBLIC RECORDS:** A complete public record file of each bid transaction is maintained for at least five (5) years by the KDOT. After a bid is awarded and filed, the file is available for review by interested parties during regular business hours.
 7. **TASK SCHEDULE:** The attached Task Schedule is given to show the tasks and the minimum frequency of service required as seen by agency personnel. In order to be awarded a contract, a bidder must be considered responsible. A responsible bidder is one who possesses the necessary expertise, experience and knowledge to perform the services in a professional manner. As a responsible bidder and a professional in the field of Janitorial Service, you will be expected to determine the actual frequency of service, above the minimum shown on the task schedule that is required to maintain the specified offices at an acceptable level of cleanliness and bid accordingly.
 8. **REFERENCES:** Bidders shall provide at least three (3) references for whom they have provided janitorial services. Failure to provide this information may lead to disqualification.

B. GENERAL INSTRUCTIONS TO BIDDERS

1. **BID FORMS OR REQUEST FOR QUOTATION:** Bids should be submitted only on forms provided by the KDOT. The bid must be received in the Topeka, Kansas office of the KDOT Procurement Officer not later than the date and time scheduled for closing of the bid.
2. **ACCEPTANCE OF BIDS:** Bids are invited on the basis that acceptance of the offer to furnish services as described in the invitation shall constitute a contract between the bidder and the KDOT, which will bind the bidder to furnish the services for which the offer is accepted. If specifications and contents of the proposal cannot be complied with, a bidder may elect not to bid.
3. **UNIT PRICES:** Prices must be stated in units of quantity specified.
4. **DISCOUNT:** All offered discounts will be considered in determining the low bid.
5. **PREPARATION OF BID:** Each bid must be legible and properly signed. Prices are to be entered in spaces provided on the bid form. Mathematical extensions and totals shall be indicated where required. In cases of errors in extensions or total, the unit price will govern.
6. **SIGNATURE OF BIDS:** Each bid must give the complete mailing address of bidder and be signed by him/her with his/her legal signature. Bids by partnerships must be signed by one of the members of the partnership or by an authorized representative. Bids by corporations must be signed in the name of the corporation followed by signature and title of the president, secretary, or other person authorized to bind it in the matter. The names of all persons signing should be typed or printed below the signature.
7. **MARKING AND MAILING BIDS:** Bids must be securely sealed in a suitable envelope addressed and marked on the outside as required by the invitation, including name and address of bidder, quotation number and closing date. Facsimile bids are acceptable. Facsimile bids shall be sent to the following number: (785) 368-7415.

Bids are to be addressed and sent to the following address:

**Kansas Department of Transportation
Bureau of Fiscal Services
700 SW Harrison Street, 7th Floor
Topeka, KS 66603-3745**

RFQ #75653

Closing Date: 03/11/2010

8. **TIME FOR RECEIVING BIDS:** All bidding will close promptly at 2:00 P.M. Central Standard or Daylight Savings Time, whichever is in effect at Topeka, Kansas on the date specified in the invitation to bid. Formal bids received prior to time of closing will be securely kept, unopened until closing time. The KDOT will accept no responsibility for prematurely opening of a bid not properly identified on outside of envelope as requested.
9. **MODIFICATION OF BIDS:** Facsimile or written modifications of bids already submitted will be accepted by the KDOT, if received prior to the date and hour scheduled for closing of bids.
10. **WITHDRAWAL OF BIDS:** A bid may be withdrawn on written, facsimile or personal request received from a properly identified bidder prior to the date and hour scheduled for closing of bids.
11. **BIDDERS PRESENT:** At the date and hour scheduled for closing, bid prices will be made public for information of interested bidders who may be present either in person or by representative. Such information is not to be construed as meaning low bidder has met all specifications as set out in invitation to bid.

12. **CAUSE FOR BID REJECTION**: Any bid may be rejected for justifiable reason, including but not limited to the following:
 - a. Failure of bidder to sign bid form.
 - b. Irregularities of any kind.
 - c. Alteration of bid form.
 - d. Obvious errors on part of the bidder.
 - e. Failure to submit required bid guaranty.
 - f. Failure to furnish requested pricing or other information.
 - g. Submission of a late bid.
 - h. Offering of alternates not called for in the invitation to bid.
13. **NOTICE OF AWARD**: Depending upon the type of purchase transaction, the KDOT will issue either a Purchase Order or a contract to the successful bidder.
14. **CHANGES**: Changes in any request for quotation, purchase order or contract may be made only upon written approval from the KDOT.

SPECIAL PROVISIONS FOR JANITORIAL SERVICES

1. This proposal is intended to provide for the establishment of a contract to provide janitorial services for the Kansas Department of Transportation District Five Headquarters Building, located at 500 N. Hendricks, Hutchinson, Kansas. Approximate square footage of cleanable space is 6143 square feet.
2. **EFFECTIVE DATE:** The contract for these services beginning April 1, 2010, and terminating March 31, 2011. The contract may be renewed by mutual consent of the contracting parties for one year (12 months) period under the same term and conditions, but not beyond five (5) years, March 31, 2015.
3. **SCHEDULE:** Initially, the contractor shall perform all tasks within the time frames listed below and thereafter according to the frequency schedule.
 - a. Weekly scheduled services to be completed the first day of service.
 - b. Monthly scheduled services to be completed within the first week of service.
 - c. Quarterly and semi -annually scheduled services to be completed within the first month of service.
 - d. Annually scheduled services to be completed in the first three months of the contract.
4. **MANDATORY PRE-BID MEETING REQUIRED:** A meeting will be held prior to bidding to allow all those interested in furnishing janitorial services to tour the building and review the terms of the contract to become knowledgeable of the tasks to be performed. **Attendance at this pre-bid meeting is required for all bidders. Pre-bid meeting will be at 11:00 a.m. on Tuesday, March 2, 2010 at 500 N. Hendricks, Hutchinson, Kansas. Bidders may contact Glenn McCall, Administrative Officer, at (620) 663-3361, for directions to location.**

Vendors are urged to bring a copy of this entire RFQ to the pre-bid meeting – NO COPIES WILL BE DISTRIBUTED AT PRE-BID MEETING.

If weather is bad and you question whether or not the pre-bid meeting will be held contact Glenn McCall, Administrative Officer at (620) 663-3361 for information.
5. **TIME OF SERVICE:** All services are to be performed after the Kansas Department of Transportation's regular working hours, starting no earlier than 5:30 p.m. on any regular business day.
6. **DEFECTIVE ITEMS:** The contractor is to notify the Kansas Department of Transportation of any irregularities noticed while performing their services, such as defective plumbing, defective electrical switches or plugs, and the need for supplies that are to be furnished by the Kansas Department of Transportation.
7. **BUILDING SECURITY:** The contractor is to turn off all lights, except those specified to remain on, close and lock all windows and lock (including dead-bolt locks) all doors before leaving the building each night of scheduled work.
8. **COMPLAINTS:** In the event a complaint is registered regarding the work covered by this contract, the contractor or their representative must be available for the purpose of making an on-site inspection of the premises. Such on-site inspections are to be made on a weekly basis until the contractor is notified of a less frequent schedule. These inspections are to be made with the District Engineer or his representative within normal working hours of the KDOT as mutually agreed.
9. **SUPPLIES :** All toilet tissue, towels, napkins, cups, soaps, light bulbs, etc., will be furnished by KANSAS DEPARTMENT OF TRANSPORTATION. All detergents, waxes, dust cloths, buffers, vacuum cleaners, cleaning products, mops, brooms, waste basket liners, trash bags etc., will be furnished by the Contractor.

10. **EMPLOYEES :** All persons employed to perform these services shall be employees of the contractor and at least 18 years of age. The contractor shall pay all salaries and expenses of, and all federal, social security taxes, federal and state unemployment taxes, and any similar payroll taxes relating to such employees, and will carry Workmen's Compensation Insurance for such employees in the amount required by law. No person shall be allowed on KDOT property who is not directly involved in performance of the janitorial services.
11. **OMISSIONS:** It is further specified that the purpose of this contract is for complete and satisfactory janitorial service. The Task Schedule is provided only as a guide to show the minimum service and frequency required. If additional effort is required in order to maintain an acceptable level of cleanliness, it shall be provided without extra charge. The apparent silence or omission from these "Special Provisions" or the "Task Schedule for Janitorial Services" concerning any point shall be regarded as meaning that only the best general practice is to be used. All interpretations of this contract shall be made on this basis.
12. **METHOD OF PAYMENT:** Payment will be made monthly, in arrears, upon presentation of one (1) copy of the contractor's invoice to the District Engineer, Hutchinson, Kansas. Payment will be made in the regular routine by means of the "Purchase Authority", (DOT Form No. 455).
13. **REVISED FEE:** The fee for service shall remain firm for the period of the contract except for qualified changes as follows: The KDOT recognizes that federal minimum wage laws may apply to employees of the contractor. Since minimum wages are federally controlled, the contractor may, prior to renewal of the agreement for an additional twelve (12) month period, have the option of petitioning for an increase in the fee for service. Such a petition will be in writing accompanied by documented proof of increased minimum wages and in no case exceeding five percent (5%) of the established fee. The KDOT reserves the right to accept or reject such a petition.
14. **TERMINATION:** The contract may be terminated under the following conditions:
 - a. By either party after March 31, 2011, upon 45 day written notice.
 - b. By the contracting officer, at any time, upon 30 day written notice.
 - c. By the KDOT if the contractor does not satisfactorily perform the services as indicated in the specifications herein. The District/Bureau must submit to the KDOT Procurement Section adequate documentation of unsatisfactory performance which shall include copies of correspondence to the contractor before a notice of termination will be issued. The notice of termination will be in written form to the contractor with a copy to the District/Bureau and be effective seven (7) days after the date of the notice. KDOT reserves the unilateral right to terminate contracts to prevent unnecessary expense, waste of materials, manpower and facilities. The contract may be terminated in whole or in part when the Procurement Officer deems the termination to be in the best interests of the State of Kansas. A 30-day notice will be given to the contractor prior to such termination.
15. **INSURANCE:** Upon receiving notice of award of the contract, the contractor shall furnish proof to the Department of Transportation that the following insurance coverage is provided:
 - a. Comprehensive Liability including bodily injury and property damage for which the contractor is responsible with limits of \$500,000.00 Combined Single Limit.
 - b. Workmen's Compensation in the amount required by law to cover claims of the contractor's employees.
 - c. The contractor's interest in all property herein described in any, or any personal liability to him arising from this agreement to whatever extent shall be considered to be covered by applicable insurance by the contractor to the extent required. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State of Kansas or any of its agencies responsible for loss or damage to personal property or to hold contractors harmless from any such occurrences.
16. **ASSIGNED INTEREST:** For good cause, and as consideration for executing this contract, the contractor, acting herein by and through its authorized agent hereby conveys, sells, assigns and transfers to the State of

Kansas all rights, title and interests in and to all causes of action it may now or hereinafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product or services purchases or acquired by the State of Kansas pursuant to this contract.

17. **CONDITIONS:** The General Conditions and General Instructions on Bidding shall be considered a part of this proposal and any resulting contract. The successful bidder must enter into written contract with the State of Kansas upon award.
18. **CONTACTS:** Contractor to notify the District Engineer or his representative when monthly, quarterly, semi-annual and annual tasks are scheduled in order for the agency to verify compliance with frequency of service specifications.
19. **PERFORMANCE:** Work shall be performed with quality to reflect clean, sanitary, polished as required, well kept conditions. Maintenance, stripping, cleaning, refinishing and polishing of floor surfaces shall be done in accordance with the Manufacturer's recommendations. **In the event the contractor does not perform good quality work, a portion of the contractor's monthly payment may be withheld commensurate with the amount of poor quality work.**
20. **DA 45/146a/KDOT:** Kansas Contractual Provisions Attachment and Contract Form (DA 45/146a/KDOT) attached, must be signed and is made a part of this contract.
21. **AUDIT:** Neither party to the contract shall prohibit or prevent the Legislative Division of Post Audit from having access pursuant to K.S.A. 46-1101 et seq. to any records, documents, or other information--confidential or otherwise--regarding or relating to the execution and/or performance of this agreement.
22. **HOLD HARMLESS:** The Contractor shall indemnify the State against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

23. **CARE OF STATE PROPERTY:** The Contractor shall be responsible for the proper care and custody of any state-owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract, and Contractor will reimburse State for such property's loss or damage caused by Contractor, normal wear and tear excepted.
24. **ENVIRONMENTAL PROTECTION:** The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.
25. **NOTICES:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be **IN WRITING** and addressed as follows:

Nancy Johnson
Kansas Department of Transportation
Bureau of Fiscal Services
700 SW Harrison Street, 7th Floor
Topeka, Kansas 66603-3745

Or to any other persons or addresses as may be designated by notice from one party to the other.

26. **CONFIDENTIALITY:** The Contractor may have access to private or confidential information maintained by the State to the extent necessary to carry out its responsibilities under this contract. The Contractor shall warrant that its agents or employees shall protect the confidentiality of any such information or materials.
27. **NONDISCRIMINATION AND WORKPLACE SAFETY:** The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.
28. **INITIAL CLEANING:** A complete initial cleaning, within the first 30 days of the contract, is required in preparation of the scheduled cleaning services.
29. **SCOPE OF SERVICES:** At a minimum, the Contractor is to perform the services outlined in the Task Schedule for Janitorial Services and at the intervals specified.

**KANSAS DEPARTMENT OF TRANSPORTATION
TASK SCHEDULE FOR JANITORIAL SERVICES
District Five Headquarters Office Building
Hutchinson, KS**

Minimum Frequency of Service	I. General-Private Offices, Lobbies, Halls, Stairways, Conference Rooms, Lounge, etc.	Comments and Date Services Performed
Daily	1. Empty wastebaskets into outside trash dumpster. 2. Dust all furniture, desks, chairs, office machines, etc. 3. Spot clean desks, tables and counter tops. 4. Clean and sanitize drinking fountains. 5. Spot clean lobby, stairwells and entrance glass, all interior glass (partitions and doors). 6. Shake out floor mats and vacuum rugs.	
Weekly	7. Dust all horizontal surfaces to 70", including sills, ledges, moldings, picture frames, ducts, window blinds, etc. 8. Vacuum fabric upholstered furniture and damp wipe plastic or leather upholstered furniture. 9. Clean cleared off areas of desks, tables and counter tops. 10. Dust all exposed filing cabinets, bookcases, shelves, etc. 11. Dust, clean and sanitize telephones and radios. 12. Remove fingerprints from front doors, frames, light switches, kick and push plates, handles, railings, etc. 13. Clean entire lobby, stairwells, entrance and all interior glass (partitions and doors). 14. Remove dust and cobwebs from ceiling area.	
Schedule Monthly	15. Wash all wastebaskets (if needed). 16. Vacuum/clean blinds. 17. High dust above 70" all horizontal surfaces including moldings, pipes, ledges, ducts, and heating outlets.	
Schedule Quarterly	18. Clean and polish bright metal to 70".	
Schedule Semi-Annually	18. Clean and polish furniture including desks, chairs, cabinets, tables.	

Do not disturb papers, forms, and documents on desks, tables, or filing cabinets.

At the end of work day, doors and windows are to be locked and lights turned off, except those authorized to be left on.

TASK SCHEDULE FOR JANITORIAL SERVICE (Cont'd)

Minimum Frequency of Service	II. Restrooms	Comments and Date Services Performed
Daily	1. Clean, polish and sanitize all restroom fixtures including toilet bowls, urinals, hand basins etc. 2. Clean and sanitize toilet seats. 3. Clean and polish all glass mirrors. 4. Empty all containers and disposals, insert liners as required. 5. Refill all dispensers to normal limits - napkins, soap, tissues, towels, cups, etc. (Supplies furnished by KDOT.) 6. Clean and sanitize floors. 7. Clean and sanitize all flush rings, drain and overflow outlets. 8. Remove spots, stains, splashes from wall area adjacent to restroom fixtures.	
Weekly	9. Clean and polish all chrome fittings. 10. Wash and sanitize exterior and interior of all containers. 11. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, etc. 12. Dust all low and high horizontal surfaces. 13. Wash and sanitize partitions.	
Minimum Frequency of Service	III. Floors and Stairs, Resilient and Hard	Comments and Date Services Performed
Daily	1. Dust mop or sweep.	
Weekly	2. Damp mop and sanitize. 3. Scrub to remove scuff and heel marks. 4. Machine polish open areas, buff for shine	
Schedule Monthly	5. Refinish to maintain protective covering.	
Schedule Semi-Annual	6. Strip, clean, refinish, machine polish and high speed buff for shine. 7. Clean and polish baseboards.	

TASK SCHEDULE FOR JANITORIAL SERVICE (Cont'd)

Minimum Frequency of Service	IV. Floors, Carpeted	Comments and Date Services Performed
Daily	1. Vacuum, spot clean as necessary	
Schedule Semi-Annually	2. Commercial Cleaning	

Minimum Frequency of Service	V. Walls, Partitions, Windows and Lights	Comments and Date Services Performed
Weekly	1. Remove spots, stains, and marks to a height of 70" on walls.	
Schedule Quarterly	2. Clean exterior windows on the inside and outside. 3. Remove and clean inside screens on windows. 4. Clean light diffusers and surrounding areas. Replace lamps as required. (Furnished by KDOT.)	
Schedule Semi-Annual	5. Vacuum all exposed cubicle/partition walls.	

ITEM: JANITORIAL SERVICES
DISTRICT FIVE HEADQUARTERS OFFICE BUILDING
HUTCHINSON, KS
CLOSING DATE: MARCH 11, 2010

STATE OF KANSAS
DEPARTMENT OF TRANSPORTATION
TOPEKA, KANSAS

S I G N A T U R E S H E E T

Gentlemen:

We submit a proposal to furnish requirements during the contract period in accordance with Specifications, Task Schedule and Supply Requirements.

TYPE OR PRINT CLEARLY AND LEGIBLY

LEGAL NAME OF PERSON, FIRM, OR CORPORATION:

FIRM TELEPHONE NUMBER: AREA CODE: _____ LOCAL NUMBER: _____

FAX NUMBER: AREA CODE: _____ LOCAL NUMBER: _____

EMAIL ADDRESS: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____

TYPED NAME OF SIGNATURE: _____

TITLE: _____

DATE: _____

SOCIAL SECURITY OR F.E.I.N. NO.: _____

NOTE: This form must be completed, signed by an authorized official of your company and returned with your bid.

INFORMATION AND INSTRUCTIONS

This form is used to collect Small Business Procurement data. Therefore, it is necessary for the Certification Statement to be completed and the type of business be marked for each transaction.

TYPE OF BUSINESS (Please mark the appropriate box(es))

☐ SMALL	☐ OTHER THAN SMALL BUSINESS	☐ NON-PROFIT
☐ WOMEN OWNED	☐ MINORITY	☐ HANDICAPPED

CERTIFICATION STATEMENT

KSA 1984 Supp. 75-6003 et seq., Kansas Small Business Procurement Act states a business must meet the following requirements in order to be Certified and considered a small business.

(a) **MUST BE A SMALL BUSINESS.** "Small business" means a business which is independently owned and operated not dominant in its field of operation and is not an affiliate or division of a larger business.

(b) **MUST BE A BUSINESS.** "Business" means: (1) An entity organized for profit, including but not limited to, an individual, partnership, corporation, joint venture, association or cooperative; or (2) a bona fide nonprofit organization operating primarily for the habilitation, rehabilitation or employment of handicapped persons which employs at least five handicapped persons for every nonhandicapped person who is directly engaged in the manufacture and processing of products by the nonprofit organization.

(c) **MUST NOT BE DOMINANT IN ITS FIELD OF OPERATION.** "Dominant in its field of operation" means exercising a controlling or major influence in a kind of business activity in which a number of businesses are engaged. The following businesses shall be deemed dominant in their field of operation and, therefore, do not qualify as small business under this program: (1) Manufacturing businesses which may employ more than fifty (50) persons and have in the preceding three (3) fiscal years exceeded three million dollars (\$3,000,000) gross income annually; (2) General construction businesses which in the preceding three (3) fiscal years exceeded four million dollars (\$4,000,000) gross income annually; (3) All other non-manufacturing businesses which employ more than twenty-five (25) persons and have in the preceding three (3) fiscal years exceeded one million five hundred thousand dollars (\$1,500,000) gross income annually.

(d) **MUST NOT BE AN AFFILIATE OR DIVISION OF A LARGER BUSINESS.** "Affiliate or division of a larger business" means a business which is a subsidiary of or owned in part by a larger business which is dominant in its field of operation, or which is owned in excess of twenty percent (20%) by the partners, officers, directors, majority shareholders, or their equivalent, of a larger business which is dominant in its field of operation.

(e) **MINORITY.** "Minority person" means a citizen of the United States who is Negro, Hispanic, Oriental, American Indian, Eskimo, or Aleut.

(f) **HANDICAPPED.** "Handicapped person" means any person who: (1) Has a temporary or permanent physical disability that requires the use of a wheelchair, walker, braces or crutches; (2) Has temporarily or permanently lost the use of one or both legs; (3) Is determined and certified by a physician to be severely restricted in mobility, either temporarily or permanently, by a pulmonary or cardiovascular disability, arthritic condition or orthopedic or neurological impairment, (4) Is afflicted with or subject to any physical or mental impairment, or both, whether congenital or due to an injury, disease or illness of such character the impairment constitutes a handicap in obtaining employment or in retaining employment.

(g) **MINORITY BUSINESS.** "Minority business" means a business which more than 50% is owned by a minority person or persons.

(h) **WOMEN-OWNED.** "Women-owned business" means a business which is more than 50% owned by a woman or women.

I hereby certify that my business qualifies as a small business as per the foregoing requirements, and that my responses to the solicitation are accurate to the best of my knowledge.

Signature of Business Owner

Federal Tax I.D. No., or Soc. Sec. No.

MAY RESULT IN REJECTION OF YOUR BID

The attached proposal is intended to provide for the establishment of a contract between the KDOT and an independent contractor. No interpretation shall be allowed to find the resulting agreement an employer-employee or principal contractor-subcontractor relationship.

Contractors who contract with the KDOT shall conform to all State laws governing employment. Failure to do so may be considered non responsible and result in contract termination. Contractors, when required by law, must possess Workman's Compensation Insurance and pay State Unemployment Insurance Tax.

GENERAL GUIDELINES: Workman's Compensation Insurance coverage is required when an independent contractor has an estimated \$20,000 or more gross annual payroll. An independent contractor is required to pay State Unemployment Insurance Tax when gross wages total \$1,500 or more per quarter or when an independent contractor has employment in 20 different weeks during a calendar year.

Indicate below your applicable status, with regard to Workman's Compensation Insurance, if you are awarded the contract. Check (x) one:

_____ A Certificate of Insurance showing proper coverage will be provided upon award.

_____ A Certificate of Insurance will not be provided as coverage is not required by State law.

Reason: _____

Indicate below your applicable status, with regard to Unemployment Insurance Tax, if you are awarded the contract. Check (x) one:

_____ Unemployment Insurance Tax is currently being paid. My account number is: _____.

_____ Upon award, an account will be established and the account number provided.

_____ State law does not require that an account be established.

Reason: _____

If further information is required to determine your applicable status, contact the Department of Human Resources.

Unemployment Insurance - (785) 296-2595

Workman's Compensation Insurance - (785) 296-3441

INSURANCE RESPONSIBILITY & LIABILITY: The contractor's interest in all property herein described, if any, or any personal liability to him arising from this agreement to whatever extent shall be considered to be covered by applicable insurance by the contractor to the extent required. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State of Kansas or any of its agencies responsible for loss or damage to personal property nor to hold contractors harmless from any such occurrences.

NOTE: The successful bidder shall notify the KDOT if the applicable status indicated above changes during the contract period.

SIGNATURE OF BIDDER _____ DATE _____

STATE OF KANSAS
DA-45/146a/KDOT

CONTRACT

AGREEMENT made this ____ day of _____, 20____ by and between the STATE OF KANSAS, DEPARTMENT OF TRANSPORTATION, first party, and _____, second party.

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

- I. Subject to the terms and conditions of this agreement, first party hereby accepts the offer of second party as expressed by second party's bid submitted to the Kansas Department of Transportation on _____, 20____, in response to contract proposal number _____.
- II. It is understood and agreed by the parties that, pursuant to said bid, second party agrees to furnish Janitorial Services at the District Five Headquarters Office Building, Hutchinson, Kansas to the Kansas Department of Transportation for the period from April 1, 2010 to March 31, 2011, (with four (4) one year optional renewals) which shall be furnished upon order of KDOT at the price or prices contained in said bid. In consideration thereof, KDOT ordering any of such items agrees to pay upon delivery of said services the amount or amounts billed for by second party in accordance with said proposal as shown on invoices of the second party furnished to KDOT. Payments will be made as soon after receipt of said invoices as possible in accordance with the State Law.
- III. Failure of second party to furnish services in accordance with the Special Provisions provided and agreed to by both parties set out in this contract and those materials incorporated into this contract by reference, or failure of second party to deliver said services in accordance with any time schedules prescribed in this contract and the materials incorporated by reference into this contract or reasonably required by first party or its agencies, shall result in forfeiture under the performance bond of second party or in cancellation of this contract at the option of first party.
- IV. It is understood and agreed that the provisions set out in the State of Kansas General Conditions and Instructions on Bidding, the Notice to Bidders, Bid Sheet, Special Conditions, and Specifications issued by the Kansas Department of Transportation to solicit bids for the aforementioned contract proposal, are included and made a part of this contract by reference as though contained in their entirety herein, and the second party agrees to comply with the provisions of said documents.
- V. The provisions found in Contractual Provisions Attachment (form DA-146a), shown on the next page, are hereby incorporated in this contract and made a part hereof.

IN WITNESS THEREOF, the said parties have hereto set their hands and seals, the day and year first above mentioned.

Second Party: _____

First Party: Kansas Department of Transportation

By: _____

By: _____

Title: _____

Title: Secretary of Transportation

State of Kansas
Department of Administration
DA-146a (Rev. 1-01)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
 2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
 3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
 4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
 5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.
- Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
 7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
 8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
 9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
 10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
 11. **Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.**
 12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

ITEM: JANITORIAL SERVICES
DISTRICT FIVE HEADQUARTERS OFFICE BUILDING
HUTCHINSON, KS

I (WE) SHALL PROVIDE JANITORIAL SERVICES AT THE SPECIFIED OFFICE WHICH RESULTS IN A CLEAN AND SANITARY ENVIRONMENT AND FULLY UNDERSTAND THAT THE TASK SCHEDULE GIVEN IS PROVIDED ONLY AS A GUIDE FOR A PRICE OF:

PRICING

	Year #1	Year #2	Year #3	Year #4	Year #5
Monthly	\$	\$	\$	\$	\$
Annually	\$	\$	\$	\$	\$

DID YOU ATTEND THE PRE-BID MEETING?

___ YES ___ NO

TYPE OR PRINT CLEARLY AND LEGIBLY
Verify Phone Numbers

REFERENCES:

- (1) Name: _____
Company: _____
Telephone: _____
- (2) Name: _____
Company: _____
Telephone: _____
- (3) Name: _____
Company: _____
Telephone: _____

Signature

Company

**CERTIFICATION REGARDING
IMMIGRATION REFORM & CONTROL**

All Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages.

Contractor certifies that, should it be awarded a contract by the State, Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. Contractor further certifies that it will remain in compliance throughout the term of the contract.

At the State's request, Contractor is expected to produce to the State any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification, or the like under the contract.

Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

Signature, Title of Contractor

Date