



Bid Response

		Date Bids Due: November 12, 2014	Time of Bid Opening: 1:00 P.M.	Bid Opening Location: 800 Lincoln Way, Ames, IA	
Proposal Number: 13109		Description: Elkhart Janitorial Maintenance			
Contract to Begin: December 1, 2014* Time is approximate		Date of Completion: June 30, 2015	Proposal Guaranty Amount: \$1000.00	Liquidated Damages: See RFP	
Purchasing Agent: Mary Zimmerman		E-mail Address: Mary.zimmerman@dot.iowa.gov	Phone: 515-239-1298	Fax: 515-239-1538	
Company Name:				Federal Tax ID:	
Street Address:		City:	State:	Zip Code:	
Supplier Contact (type or print)		E-mail Address:	Phone:	Fax:	
Supplier agrees to sell items/services at the same prices, terms and conditions to any other state agency. Regent or Political Subdivision upon request. Please check Yes or No. <input type="checkbox"/> Yes <input type="checkbox"/> No			Are you an Iowa Targeted Small Business? <input type="checkbox"/> Yes <input type="checkbox"/> No		

GENERAL INFORMATION

This bid package includes the proposal, schedule of prices, standard terms and conditions, supplemental terms, specifications, mailing label and other information you need to prepare your bid. The pages of the document labeled "Bid response" must be typed or completed in ink, signed, and returned in a flat style envelope prior to the bid opening date and time. Please use the furnished mailing label, or label the bid response as "Iowa Department of Transportation, proposal number & letting date" on the outside of the return envelope. The bidder may personally deliver, mail, or select a carrier that ensures timely delivery. **Faxed bids will not be accepted.**

If required, each bid must be accompanied by a proposal guaranty in an accepted form, in the sum indicated above. Refer to the Standard Terms and Conditions for the accepted forms in which the proposal guaranty requirement may be fulfilled. Bids lacking a required proposal guaranty will not be considered for award. If the contractor fails to enter into a formal contract within fifteen (15) days after award is made, the proposal guaranty may be retained by the State.

PROPOSAL STATEMENT

The entire contents of this Proposal, Addendums to the Proposal, Specifications, Supplemental Terms and Conditions, Standard Terms and Conditions, and Schedule of Prices shall become part of the contract.

We promise to enter into a contract within fifteen (15) days after award or forfeit the proposal guaranty furnished herewith.

We promise to furnish all materials, equipment and/or services specified, in the manner and the time prescribed, at prices hereinafter set out.

We certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor, or potential competitor; and that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor.

We certify that all materials, equipment and/or services proposed meet or exceed the specifications and will be supplied in accordance with the entire contents of this proposal.

We promise to complete the contract within the contract period, or pay any liquidated damages, if stipulated, for each calendar day as set forth in the bid documents.

Signed _____ Date _____

**Iowa Department of Transportation
 Schedule of Prices
 Proposal No.: 13109
 Elkhart Janitorial Maintenance
 Letting Date: November 12, 2014 1:00 P.M.**

The Iowa DOT reserves the right to revise the "Work Locations and Schedules" and make other changes that may be deemed necessary to best serve the interests of the State. See specifications for staffing requirements.

Group # & Bldg #	County & Location	Hourly Rate
Group 6A, 17 & 18	Polk, Mile marker 99.7, I-35 NB and SB, Elkhart	\$ _____

****Hours reflected in RFP are an estimate only.***

I hereby certify that this proposal meets or exceeds the minimum requirements including specifications and addendums.

Contact Person: _____

 (Print Name)

Authorized
Signature _____

Company _____

Address _____

Federal Tax I.D. No.: _____

 Code)
 Contractor's
 Registration No.: _____

(City) _____ (State) _____ (Zip) _____

Phone No: _____

Email: _____ Fax No.: _____

I acknowledge receipt of addendum
 nos.: _____



Iowa Department of Transportation
Standard Terms and Conditions
For
Bid Proposals/Contracts
-FORMAL-

The entire contents of this bid proposal shall become a part of a contract or purchase order. In case of a discrepancy between the contents of the bid documents, the following items listed by descending order shall prevail:

- Addendums to the bid proposal
- Bid Proposal-
 - Schedule of Prices
 - Specifications
 - Plans and Drawings
- Supplemental Terms and Conditions
- Standard Terms and Conditions

Formal is the procurement process required by Iowa law when the estimated, aggregate amount of the purchase equals or exceeds \$50,000.

(Example - if a statement in the specifications contradicts a statement in the Standard Terms and Conditions, the statement in the specifications shall apply)

Preparation of Bid Response: All bid responses must address all aspects of the proposal including clearly answering all questions within the proposal. Bid responses must be typed or completed in ink and submitted on the forms supplied by the Iowa DOT.

Bid responses must be signed and received prior to the bid opening date and time as indicated on the Bid Response cover page or bid opportunity. The signed, submitted quotation or bidder's proposal shall become the official bid response to be considered for award.

No email, fax or web link bid responses will be accepted. Bid responses must be signed, sealed and delivered in person or by a mail courier that ensures timely delivery.

A. Bid Proposal

1. **Bid Opening:** Bid openings are made public and conducted at the Iowa DOT, Ames complex unless otherwise specified. Proposals received after the time of the bid opening will be returned unopened and considered non-compliant.
2. **Communications:** Questions concerning this proposal should be directed to the purchasing agent listed on the bid proposal. Inquiries can be written, phoned, or faxed. In all cases, written communication will take precedence over verbal communication
3. **Proposal Guaranty:** If required, the bid response page will indicate the amount required to be included in the bid response. A Proposal Guaranty can be supplied in one of the following ways: **(1)** Certified check or credit union certified share draft, cashier's check, or bank draft, drawn on a solvent bank or credit union. Certified checks and certified share drafts shall be drawn and endorsed in the amount indicated. Checks or drafts shall be made payable either to the Iowa Department of Transportation (Iowa DOT) or to the bidder. If payable to the bidder, the check or draft shall be endorsed without qualifications to the Iowa DOT by the bidder or an authorized agent. **(2)** An insurance or surety company may be retained to provide a bond in fulfillment of the proposal guaranty requirement. A properly completed and signed copy of the Proposal Guaranty (*Form 131084*) must accompany the bid. **The Iowa DOT's Proposal Guaranty form must be used; no other forms or formats will be accepted.**
4. **Pricing and Discount:** Unit prices shown on the bid/proposal shall be quoted as the price per unit (e.g., gal., case, each, etc.) as stated in the bid proposal. If there is a discrepancy between the unit bid prices, extension, or total amount of bid, the unit prices shall prevail. Unless otherwise indicated, prices shall be firm for the duration of the contract or purchase. Discounts for early payment are allowed, but not considered in award of the contract.

5. **Acceptance/Rejection:** The Iowa DOT reserves the right to accept or reject any or all bids and to waive irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any supplier(s). The Iowa DOT also reserves the right to accept that bid which is deemed to be in the best interests of the state. Any unauthorized changes, additions, or conditional bids including any ties to another bid or proposal or any reservations about accepting an award or entering into a contract, may result in rejection of the bid. Bids must remain available for award for thirty (30) days from date of bid opening.
6. **Bid Results & Disclosure:** A bid tabulation will be sent to all responsive bidders with an award recommendation indicated. At the conclusion of the selection process, the contents of all received bid responses will be placed in the public domain and be open to inspection by interested parties, according to state law. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal.
7. **Quality:** All material shall be new and of first quality. Items which are used, demonstrators, refurbished, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the Iowa DOT.
8. **Recycled Content:** The Iowa Code encourages purchase of products and materials with recycled content, including but not limited to paper products, oils, plastic products, compost materials, aggregate, solvents, and rubber products. Recycled items or alternatives must be noted in the bid response, if known.
9. **Shipping Terms:** Deliveries shall be F.O.B. Destination unless otherwise specified. All deliveries shall be accompanied by a packing slip indicating the Supplier, quantities shipped, and the purchase order number(s). All deliveries charges shall be included in the bid price and paid by the Supplier. No collect C.O.D. deliveries shall be accepted. When entering into a contract, the Supplier shall notify the freight company that all freight and delivery charges are to be prepaid by the Supplier. Goods delivered to the Iowa DOT Distribution Center at 800 Lincoln Way, Ames, IA shall be received between the hours of 7:30 a.m. and 3:30 p.m. on any day except Saturday, Sunday, or a holiday. For deliveries to other Iowa DOT locations, the Supplier may contact the destination location for available times to deliver as not all Iowa DOT locations have the same business hours. The Iowa DOT will not be liable for any freight claims or unpaid freight bills arising from contract or purchase order issues.

B. Award

The binding agreement (award) may be issued in the form a purchase order or contract or both depending on the requirements and complexity of the agreement.

1. **Method of Award:** Award shall be made to the lowest responsible, responsive bidder whose bid meets the requirements of the solicitation and is the most advantageous to the Iowa DOT unless otherwise specified. An Iowa bidder will be given preference over an out-of-state bidder when bid responses are equal in all aspects and are tied in price. By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa.
2. **Award Protests:** Protests of award recommendations are to be addressed to the Director of Purchasing, and shall be made in accordance with paragraph 761--20.4(6)"e" of the Iowa Administrative Code.
3. **Contracts:** Successful contractor(s) may be sent either a formal Contract, Notification of Award or purchase order as confirmation of acceptance and award. Any of these binding agreements shall be for the term stated in the bid proposal or on a purchase order and may be renewed for additional period(s) under the same terms and conditions upon mutual agreement as defined. The successful bidder may not assign a contract to another party without written authorization from the Iowa DOT Purchasing Section.
4. **Payment Terms:** The Iowa DOT typically pays properly submitted vendor invoices within thirty (30) days of receipt, providing goods and/or services have been successfully delivered, installed or inspected (if required), and accepted. Invoices presented for payment must be only for quantities received by the Iowa DOT and must reference the purchase order number to be submitted for processing.
5. **Default:** Failure of the Supplier to adhere to specified delivery schedules or to promptly replace rejected materials shall render the Supplier liable for all costs in excess of the bid price when alternate procurement is necessary. This shall not be the exclusive remedy and the Iowa DOT reserves the right to pursue other remedies available to it by law or under the terms of the binding agreement.

C. General

1. **Administrative Rules:** For Additional details on the rules governing the actions of the Iowa DOT Purchasing Section, refer to 761 IAC, Chapter 20, Iowa Administrative Code, entitled "Procurement of Equipment, Materials, Supplies and Services".
2. **Affirmative Action:** The Contractor (and also subcontractor, vendor or supplier) is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, executive orders and rules of the Iowa Department of Management, pertaining to equal employment opportunity and affirmative action. Contractor may be required to have on file a copy of their affirmative action program, containing goal and time specifications. Contractors doing business with Iowa in excess of \$5,000 annually and employing 50 or more full time employees may be required to file with the Iowa Department of Management a copy of their affirmative action plan. Failure to fulfill these non-discrimination requirements may cause the contract to be canceled and the contractor declared ineligible for future state contracts or subject to other sanctions as provided by law or rule.
3. **Applicable Law:** The contract shall be governed under the laws of the State of Iowa. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of a contract and which in any manner affect the work or its conduct. Any legal action relating to a contract shall only be commenced in the Story County, Iowa, District Court or the United States District Court for the Southern District of Iowa.
4. **Conflict of Interest:** No state or county official or employee, elective or appointive shall be directly or indirectly interested in any contract issued by the Iowa DOT, See Code of Iowa 314.2
5. **Debarment and Vendor Suspension:** By submitting a proposal, the contractor is certifying that it and its Principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the State of Iowa or any Federal department or agency.
6. **Equal Opportunity:** Firms submitting bids must be an "Equal Opportunity Employer" as defined in the Civil Rights Act of 1964 and in Iowa Executive Order Number Thirty-four.
7. **Infringement:** Goods shall be delivered free of the rightful claim of any third party by way of infringement. Contractor shall indemnify and save harmless the State of Iowa and the Iowa DOT against all claims for infringement of, and/or royalties claimed under, patents or copyrights on materials and equipment furnished under this bid.
8. **Records Audit:** The contractor agrees that the Auditor of the State of Iowa or any authorized representative of the state, and where federal funds are involved, the Comptroller General of the U.S. Government, shall have access to and the right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the contractor relating to orders, invoices, or payments of a contract or purchase order.
9. **Targeted Small Businesses:** The Iowa DOT seeks to provide opportunities for women and/or minority small business enterprises. To apply for certification as an Iowa Targeted Small Business, contact the Iowa Department of Inspection and Appeals (515-281-5796). Contractors shall take documented steps to encourage participation from Targeted Small Businesses for the purpose of subcontracting and supplying of good or services or both.
10. **Taxes:** Prices quoted shall not include state or federal taxes from which the state is exempt. Exemption certificates will be furnished upon request.
11. **Termination:**
 - **Termination Due to Lack of Funds or Change in Law**

The Iowa DOT shall have the right to terminate this Contract without penalty by giving thirty (30) days written notice to the vendor as a result of any of the following:

 - Adequate funds are not appropriated or granted to allow the Iowa DOT to operate as required and to fulfill its obligations under contract.
 - Funds are de-appropriated or not allocated or if funds needed by the Iowa DOT, at the Iowa DOT's sole discretion, are insufficient for any reason.
 - The Iowa DOT's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Iowa DOT.
 - The Iowa DOT's duties are substantially modified.

Following a 30 day written notice, the Iowa DOT may terminate a binding agreement in whole or in part without the payment of any penalty or incurring any further obligation to the Supplier. Following termination upon notice, the Supplier shall be entitled to compensation upon submission of invoices and proper proof of claim for goods and services under contract up to and including the date of termination.

**Iowa Department of Transportation
General Requirements
Proposal No.: 13109
Elkhart Janitorial Maintenance
Letting Date: November 12, 2014 1:00 P.M.**

Purpose

This proposal covers the Cleaning and Maintenance of the Interstate Rest Area Buildings and Grounds. The work shall be performed in a manner which reflects credit to the Iowa DOT and the State of Iowa. The buildings and grounds shall always be neat and present an attractive appearance. The quality of work shall meet the high standards of the trade and accomplished with little inconvenience to the traveling public. Completed work shall match and complement the existing finishes and appearances of the rest area.

I. Contract Document Information

Questions regarding project specifications & plans should be directed to:

Office of Maintenance
Rest Area Administrator for the Department
Steven McMenamin
Phone No. 515-239-1680 Fax No. 515-239-1005
Email: steven.mcmenamin@dot.iowa.gov

Questions regarding the contract or proposal requirements should be directed to:

Purchasing Section
Mary Zimmerman, Senior Purchasing Agent
Phone No. 515-239-1298 Fax No. 515-239-1538
Email: mary.zimmerman@dot.iowa.gov

Communications

- A facsimile number and email address, listed under Contract Document Information, is available to speed communications between your company and the Iowa DOT. This may be used to communicate clarifications in specifications and/or bidder instructions for the proposal before or after the bid opening.
The fax or email is not to be used for submission of bid prices.
- Each bidder shall examine the Bidding Documents carefully and on or before November 5, 2014 and make written request for interpretation or correction of any inconsistency or error. Corrections will be issued by addendum.
- The Department of Transportation assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the contract documents
- **Please contact Mary Zimmerman at mary.zimmerman@dot.iowa to be added to the bidder's list, which ensures inclusion of any addendums.**

Addendum

Addenda written or graphic instruments which modify or interpret the Bidding Documents, including plans and specifications, by additions, deletions, or corrections will become part of the Documents when the Contract is executed.

Submission of Proposal

The proposal and supporting proposal guarantee **must be filed in a clearly-labeled envelope with the letting name, letting number and letting date**. The proposal shall be filed with the Iowa Department of Transportation, Purchasing Section, 800 Lincoln Way, Ames, IA, **prior to 1:00 P.M. on November 12, 2014**.

- This is a mandatory requirement and will not be waived by the Department. Any bid proposal received after this deadline will be rejected and returned unopened to the vendor. Vendors mailing bid proposals must allow ample mail delivery time to ensure timely receipt of their bid proposals. It is the vendor's responsibility to ensure that the bid proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the bid proposal. Electronic mail and faxed bid proposals will not be accepted.
- Vendors must furnish all information necessary to evaluate the bid proposal. Bid proposals that fail to meet the mandatory requirements will be disqualified. Verbal information provided by the vendor shall not be considered part of the vendor's proposal.
- The costs of preparation and delivery of the bid proposal are solely the responsibility of the vendor.

Evaluation of Proposals

Overview of Evaluation

The proposals will be reviewed first to determine if the mandatory requirements of the RFP are met. To be deemed a Responsible Vendor and a Responsive Bid Proposal, the Bid Proposal must comply with the mandatory requirements. Failure to meet the mandatory requirements may result in the proposal being rejected. In the event that all Bidders do not meet the mandatory requirements, the Iowa DOT reserves the right to continue the evaluation of the proposals and to select the proposal most closely meeting the requirements specified in this RFP. Proposals will be evaluated to ensure that they meet the minimum requirements described in the RFP. Proposals will be scored in accordance with the Matrix for Janitorial Contractor Selection.

Evaluation Committee

The Iowa DOT intends to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. The Iowa DOT will use an Evaluation Committee to review and evaluate the proposals. The Evaluation Committee shall consist of members with one or more of the following backgrounds:

- Special expertise in the service(s) in this RFP,
- Knowledge of the Iowa DOT's requirements for these service(s)

Potential Bidders, subcontractors, suppliers, etc. shall not contact nor attempt to contact members of the Evaluation Committee or others employed by or contracted by the Iowa DOT regarding this project or related projects except at the Iowa DOT's request or with the written authorization of the Iowa DOT. Failure to comply with this requirement may result in disqualification of the proposal and/or the potential Bidder(s), subcontractor(s), supplier(s), etc.

Evaluation Criteria

The proposal evaluation criteria that will guide the Evaluation Committee in selection of the successful Vendor is outlined as follows:

Rating of Proposals

All proposals submitted will receive an evaluation from each Evaluation Committee member and receive a point rating and total score based on the maximum scores shown in the Matrix for Janitorial Contractor Selection. A lower rating may result from incomplete or unclear responses to specific criteria. The Evaluation Committee will then compile, review, and evaluate the proposals and the members' ratings. The Evaluation Committee members reserve the right to revise their initial rating if information that influenced their individual rating(s) is clarified or refined at this meeting. Using the final ratings, a consensus score will be determined for each bidder. Weighting of evaluation categories is not available to the vendors prior to the bid opening.

Matrix for Janitorial Contractor Selection

Staffing

- Proposed starting wage for attendants \$ _____
- Proposed starting wage for supervisors \$ _____
- Will on site supervisors be provided? Yes _____ No _____
- Incentives or benefits for retaining staff? Please explain incentives or benefits.

On a separate page(s), please state clearly the Bidder's understanding of the project and the soundness of Bidder's approach. What is the Bidder's plan for adhering to the schedule, mechanisms to be used to control costs, and overall completeness of proposal? Emphasis will be placed upon the Bidder demonstrating their understanding of the requirements of this RFP. Understanding of the requirements will be demonstrated by the assignment of the quality and quantity of staff and overall cost.

Hiring Practices

- Background checks before hiring Yes _____ No _____
- Pre-Employment drug testing Yes _____ No _____
- Random drug testing Yes _____ No _____

Experience & Capability

- Recent experience with similar projects – Please explain
- Key personnel background / Commitment of Staff: Ability to provide a committed, motivated and competent workforce - Please explain

Budget

- Costs – Reference the Schedule of Prices

The proposal Matrix for Janitorial Contractor Selection shall be used by the Evaluation Committee for purpose of award. Items are not listed in any particular order of importance. Weighting of evaluation categories is not available to bidder prior to the bid opening.

Rejection of Bid Proposals

The Department reserves the right to reject any or all bid proposals, in whole and in part, received in response to this proposal at any time prior to the execution of a written contract.

Protest of Award

Protest of award shall be made in accordance with the Iowa Administrative Code 761-20.4(6)"e".

II. General Requirements

- The Contractor shall provide all labor to effectively maintain the Rest Area site.
- The Contractor shall provide mentally alert and physically fit personnel to maintain the facilities in a safe, clean, and attractive manner to the satisfaction of the Iowa DOT.
- The Contractor and employees shall not accept tips or other gratuities for any service performed in the Rest Area.
- No visitors, wives, husbands, or children of the Contractor or its employees will be allowed in the rest areas during working hours unless they are bona fide employees of the Contractor and on duty.
- The Contractor shall provide the Iowa DOT with the names and telephone numbers of all on-call supervisory personnel. These on-call supervisory personnel shall assist the Iowa DOT's appointed representative in making random on-site facility inspections and in coordinating other operational requirements.
- Firms submitting Bids must be an "Equal Opportunity Employer" as defined in the "Civil Rights Act of 1964" and in "Iowa Executive Order Number Thirty-Four."
- The Contractor shall not subcontract or assign this contract to any other firm without prior written consent from the Iowa Department of Transportation

Month	Days Per Month	Hours Per Day	Hours Per Month
<i>July</i>	<i>31</i>	<i>80</i>	
<i>August</i>	<i>31</i>	<i>80</i>	
<i>September</i>	<i>30</i>	<i>80</i>	
<i>October</i>	<i>31</i>	<i>80</i>	
<i>November</i>	<i>30</i>	<i>80</i>	
<i>December</i>	<i>31</i>	<i>64</i>	<i>1984</i>
<i>January</i>	<i>31</i>	<i>64</i>	<i>1984</i>
<i>February</i>	<i>28</i>	<i>64</i>	<i>1792</i>
<i>March</i>	<i>31</i>	<i>64</i>	<i>1984</i>
<i>April</i>	<i>30</i>	<i>64</i>	<i>1920</i>
<i>May</i>	<i>31</i>	<i>80</i>	<i>2480</i>
<i>June</i>	<i>30</i>	<i>80</i>	<i>2400</i>
		<i>Total</i>	<i>14544</i>

Total hours are an estimate only and are based on both buildings starting/opening on December 1, 2014.

Note: Date(s) subject to change.

III. Bidder Responsibilities

Site Visit:

- It is recommended, but not required, that prospective bidders visit the job site(s) prior to submitting a quotation for this work. To view the site(s), please contact the person listed with the corresponding site and phone numbers, listed below.
- No considerations or revision in the contract price or scope of the project will be considered by the Owner for any item which could have been revealed by a thorough on-site inspection and examination.
- ❖ **Statewide DOT Contact, Office of Maintenance, Rest Area Administrator for the Department.**
Steven McMenamin; Phone No. 515-239-1680 Cell No: 515-290-2814

Group #	County	Location	Bldg. #	Contact
6A	Polk	Mile marker 99.7, I-35 NB and SB, Elkhart	17 & 18	Steven McMenamin 515-239-1680

- Each bidder, by submitting a bid, represents that they have read and understand the Bidding Documents, have visited the site and familiarized itself with conditions under which the work is to be performed. Extra compensation will not be allowed for any work or requirement of which the bidder could have been fully informed prior to submitting its bid.
- Proposals shall be sealed separately in the white envelope provided. Envelopes shall be endorsed with the name of the bidder.
- A bid is invalid if it is not received at the designated location prior to the time and date for receipt of bids.
- Unless otherwise provided in these instructions, no bidder shall modify, withdraw, or cancel their bid or any part thereof for thirty (30) days after time for opening bids.
- **Bidders shall provide a Table of Organization on Bidders letterhead stationary which includes all Principals, Officers, Shareholders, and Owners for the Company submitting bids. If this is not included with bid, your bid may be rejected.**

IV. General Conditions

A. Codes, Laws and Ordinances

The Contractor shall comply with all laws, ordinances, codes, rules, and regulations bearing on the conduct of the work, including those of the Federal, State, and local agencies having jurisdiction. This shall include, but not be limited to, minimum wage, labor, and equal employment opportunity laws.

B. Work Conferences

Work Conferences may be scheduled throughout the contract year as needed.

C. Records

Contractor will keep a daily log of activities that describe all contract related activities performed in their rest area group. This includes weather conditions, accidents and details anytime an ambulance or law enforcement officer is called to the site.

D. Liability

The Contractor shall assume liability for the wrongful act(s) and/or omissions of its employees while they are on Iowa Department of Transportation premises. The Contractor or its insurer shall reimburse the Iowa DOT of Transportation for such damage or loss within thirty (30) days after a claim is submitted.

E. Contract Period

The contract period estimated to be from December 1, 2014 through June 30, 2015. The contract may be extended up to three (3) years in twelve (12) month increments with a total of four (4) years, upon mutual agreement of the parties.

Hours are an estimate only.

F. Proposal Guaranty

- Each bid must be supported by a Proposal Guaranty in the sum of **\$1000.00**. The proposal guaranty shall be in the form of a certified check or credit union certified share draft, cashier's check, or bank draft drawn on a solvent bank or credit union. Certified checks or credit union certified share drafts shall bear an endorsement signed by a responsible official of such bank or credit union as to the amount certified. Cashier's checks or bank drafts shall be made payable either to the Contracting Authority or to the bidder and, where made payable to the bidder, shall contain an unqualified endorsement to the Contracting Authority signed by the bidder or his authorized agent. Certified checks and credit union share drafts shall be certified, or the cashier's check shall be drawn and endorsed, in an amount not less than prescribed in the notice to bidders.
- A bid bond may be used for the proposal guaranty in lieu of that specified above. **The bid bond must be submitted on Iowa Department of Transportation Form No. 131084 or bid shall be rejected.**
- If you have a performance bond from a previous contract that has not been extended, you may not use this proposal guaranty for new bids. A proposal guaranty is required for each new site bid.
- ***Note: Bidders holding an active contract for Janitorial Maintenance at the***

Interstate Rest Areas currently being bid, may submit a letter with their bid response stating they have the contract and request a waiver of the bond.

G. Targeted Small Business

The 1986 Iowa Legislature enacted legislation relating to procurement from Iowa Targeted Small Businesses. (Iowa Code, Chapter 73. And Iowa Administrative Code rules 761-20-- [01,B] Chapter 2). It is hereby agreed that when entering into a contract with the State of Iowa, the vendor/contractor will take documented steps to encourage participation from TSB's for the purpose of subcontracting and supplying of materials.

A list of Targeted Small Business Contractors is available on the Internet at <https://dia.iowa.gov/tsb> and click on Search Targeted Small Businesses.

H. Affirmative Action - Contract Compliance

- The Contractor, Sub-Contractor, vendor or supplier is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, executive orders and rules of the Iowa Department of Management, pertaining to equal employment opportunity and affirmative action.
- The Contractor, Sub-Contractor, vendor, or supplier may be required to have on file a copy of their affirmative action program, containing goal and time specifications.
- Contractors, Sub-Contractors, vendors, or suppliers doing business with the state in excess of \$5,000.00 annually and employing 50 or more full time employees may be required to submit to the Iowa Department of Management a copy of their affirmative action plan.
- Failure to fulfill these nondiscrimination requirements shall be regarded as material breach of contract and may cause the contract to be canceled, terminated, or suspended in whole or in part and the Contractor, Sub-Contractor, vendor, or supplier may be declared ineligible for future state contracts or subject to other sanctions as provided by law or rule.

A. Contract Award

- Contract shall be awarded as defined in the Schedule of Prices.
- A contractor* may bid more than one (1) Group but, will not be awarded fewer than two (2) buildings or more than six (6) buildings, including existing contracts.
- Total number of buildings does not include minor parking areas or scenic overlooks.
- If the same Contractor is the low bidder on more than six buildings, the Iowa DOT reserves the right to determine in its sole discretion which building shall be awarded.
- Existing Lawn Care Contractors will not be awarded a Janitorial Contract for any building where they are performing lawn care services.
- The Iowa DOT may award the contract, after bids are publicly opened, to the responsible Contractor(s) whose bid conforms to the proposal and is the most advantageous to the Iowa DOT, price and other factors considered.
- The Iowa DOT reserves the right to request oral interviews, prior to award.
- Protests of award shall be made in accordance with Administrative Code 761--20.4(6)"e."

*For the purpose of this paragraph, contractor shall include other contracts, which share any directors, officers or ownership interest.

B. Performance Bond

- A performance bond is required in the amount of **\$1000.00 for the awarded group**. This bond shall be in the form of a Certified or Cashier's check, Money Order, Credit Union Certified Share Draft, or Bank draft drawn on a solvent bank or credit union. Certified checks or credit union certified share drafts shall bear an endorsement signed by a responsible official of such bank or credit union as to the amount certified. This bond shall be payable to Iowa Department of Transportation and submitted with the contract document. Upon acceptance of the contract the Iowa DOT will cash the Performance Bond. It is understood and agreed the Contractor will faithfully perform to all of the contract terms and conditions and stated specifications. If the Contractor faithfully performs the contract and the contract is not renewed, the Performance Bond will be paid to the Contractor. However, if the Contractor fails to perform according to the contract document, the Contractor shall forfeit the Performance Bond.
- Bidders can provide a Certified or Cashier's check, Money Order, Credit Union Certified Share Draft, or Bank draft drawn on a solvent bank or credit union, that may be used for the Performance Bond for the contract duration. If the proposal guaranty is submitted in a bid bond form, the above must be provided for the Performance Bond.

C. Payment

- The Contractor will submit an invoice on or near the first of each month for service rendered during the previous month.
- Invoice must include date of service and Group Number. Payment will be processed as soon as possible.
- Invoice will be sent to:
 - Iowa Department of Transportation
 - Office of Maintenance, Attn: Steve McMenamin
 - 800 Lincoln Way
 - Ames, IA 50010

D. Contract Extensions

- The contract may be extended, upon mutual agreement, for a total of three (3) years, in twelve (12) month increments. Contract Extensions form shall be mailed to each Contractor for signature.
- Compensation payable to the Contractor(s) hereunder shall be fixed for the first twelve (12) months of this contract.
- A notification letter for intent of extensions shall be sent to each Contractor. The Contractor(s) must request in writing for this extension, sixty (60) calendar days prior to contract end date.
- If a price increase is requested by the Contractor, this amount may not exceed the Consumer Price Index (CPI) for All Urban Consumers, all items, as published by the U.S. Bureau of Labor Statistics. This price increase shall not exceed the published November 20, 2015 for the month of October.
 - If the Janitorial Maintenance Contract(s) are extended upon mutual agreement, the Contractor (s) must provide updated insurance Certificates for the new extended period.

E. Remedies Upon Default

- The Iowa DOT will decide any and all questions which may arise concerning contract language, the responsibilities of the Contractor and the quality and acceptability of all work performed under this contract.

- The appearance of the rest areas and satisfactory performance of all obligations of the contract, reflect upon the image of the Iowa DOT and the State of Iowa. Any deficiencies by the Contractor in performing the obligations of the contract cause the Iowa DOT damage not only in labor spent responding to complaints, but they also damage the Iowa DOT's image in an amount which is difficult to quantify and prove. Therefore, in the event of a breach or deficiency in the performance of any of the provisions of the contract, including but not limited to the contract specifications, which shall be considered material terms of the contract, the Iowa DOT shall, in addition to any other remedies provided by law or under the provisions of the contract, have a right to liquidated damages, pursuant to the following procedure:
- When a deficiency in contract performance is discovered by the Iowa DOT through routine inspections, the Rest Area Administrator, or appointed representative, will explain the problem to the Contractor and what steps should be taken to correct the situation.
- If the same or similar problems reoccur at any of the sites in the group, a letter will be sent to the Contractor explaining the noncompliance, and **\$100.00 liquidated damages** will be deducted from the Contractor's pay.
- If the same or a similar problem occurs again, at any of the sites in the group, a letter will be sent to the Contractor explaining the noncompliance, and **\$200.00 liquidated damages** will be deducted from the Contractor's pay.
- If the same or a similar problem occurs a fourth time, at any of the sites in the group, a certified letter will be sent to the Contractor explaining the noncompliance, and the Contractor's performance bond shall be forfeited as liquidated damages, or an amount equal thereto shall be deducted as liquidated damages from the Contractor's pay. Thereupon, the Iowa DOT may, at its option, terminate the contract effective at the end of the work day upon the Contractor's receipt of said notice.

F. Cancellation

In addition to the Iowa DOT's right to terminate the contract upon default or violation of the contract provisions, this contract may be canceled by the Iowa DOT at any time without cause upon thirty (30) days prior written notice by the Iowa DOT.

G. Rest Area Employees

Personnel are employees of the Contractor or Sub-Contractor. The Contractor or Sub-Contractor shall exercise complete control over the rest area personnel, will be liable for their conduct and pay all wages and benefits and all applicable federal, state and local taxes, unemployment, and any other similar taxes. The employees of the Contractor or Sub-Contractor shall be neat and clean at all times. A sign will be posted by the Iowa DOT at each rest area identifying the rest area Contractors. The possession of firearms, alcohol, or drugs by the Contractor or their employees is strictly prohibited at the site.

H. Insurance Requirements:

The successful Contractor shall submit with the contract a certificate for the following coverage:

- All insurance shall remain in effect for the duration of the contract.
- Insurance and/or bonds shall be secured from companies licensed to do business in the State of Iowa and shall be countersigned by a licensed agent authorized to conduct business in Iowa.
- All certificates of bond or insurance shall provide that the surety or insurance company will give the Iowa Department of Transportation fifteen (15) days written

notice prior to cancellations or change in the stated coverage of any insurance.

- All certificates must be renewed on an annual basis and submitted no later than thirty (30) days prior to the contract renewal date.
- ***The Iowa Department of Transportation shall be named as An Additional insured On the Certificate.*** The Certificate of Insurance must include the following; the Iowa Department of Transportation must be listed as an additional insured, Proposal Number, Proposal Description, Letting Date and Contract Period.

1. Comprehensive General Liability including;

Contractual Liability, Occurrence Basis Bodily injury, Broad Form Personal Injury, and Broad Form Property Damage.

- Property Damage \$250,000 each occurrence

2. Bodily Injury:

The contractor will purchase and maintain throughout the term of this contract the follow minimum limits and coverage:

- Each person \$750,000
- Each accident/occurrence \$750,000
- Workers Compensation \$750,000
- Statutory Limits \$750,000
- Employer's liability \$750,000
- Occupation Disease \$750,000

I. Revisions

The Iowa DOT reserves the right to revise the "Work Locations and Schedule" and to make other changes within this proposal as may be deemed necessary to best serve the interests of the State. Changes in compensation will be negotiated and shall be documented by formal amendment to the contract. All changes shall be in writing.

J. Immunity of Iowa Department of Transportation

The Contractor shall defend, indemnify and hold harmless the Iowa Department of Transportation, and its officials and employees from liability arising out of or resulting from the Contractor's activities at the rest area, its performance or attempted performance of the contract, as well as the Contractor's activities with Sub-Contractors and all other third parties.

K. Provisions

In the event the Iowa DOT accepts the Contractor's proposal, the following provisions shall be called for in the final contract. These provisions are not negotiable. Failure to accept any of these provisions now, or in the final contract, shall result in the rejection of the proposal:

- A. Should the Contractor fail either to include in the quoted price, or to deliver to the State, any components or features that are necessary to perform as proposed in the response to the RFP, the Contractor shall be required to provide the same at the Contractor's own expense.

- B. The Contractor shall indemnify and hold harmless the Iowa DOT and its officials, agents, and employees from and against all claims, damages, losses, and expenses including attorneys' fees, arising out of or resulting from the performance of the contract, maintenance agreement, or lease entered into as a result of the Request For Proposal. Provided however, that any such claim, damage, loss or expense (1) is attributable to bodily injury (including personal injury), sickness, disease, or death, or to injury to or destruction of tangible property, and (2) is caused in whole or in part by any act or omission of the Contractor, any Sub-Contractor, any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the Iowa DOT.

The Contractor shall indemnify and hold harmless the Iowa DOT, its officials, agents, and employees from and against any claim by any Sub-Contractor, anyone directly or indirectly employed by a Sub-Contractor or anyone for whose acts any Sub-Contractor may be liable. The indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or a Sub-Contractor under Workers Compensation Acts, disability benefit acts or other employee benefit acts.

- C. There shall be no substitution of materials or services specified without the prior written consent of the Iowa DOT.
- D. The Prime Contractor shall be responsible for the performance of any Sub-Contractors that are used.
- E. Failure of the Iowa DOT at any time to require strict performance of any provision of the contract shall not constitute a waiver of that provision nor in any way limit enforcement of the provision. The existence or exercise of any remedy, under the contract shall not be considered a waiver of any other remedy provided for in the contract or authorized by law.

L. Suspensions and Debarment.

The Vendor certifies pursuant to 48 CFR Part 9 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal Agency or agency. The Vendor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the State of Iowa.

M. Termination Due to Lack of Funds or Change in Law

Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, the Iowa DOT shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

Adequate funds are not appropriated or granted to allow the Iowa DOT to operate as required and to fulfill its obligations under this Contract.

Funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Iowa DOT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Iowa DOT in its sole discretion; or

The Iowa DOT's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or

The Iowa DOT's duties programs or responsibilities are modified or materially altered; or

If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the Agency's ability to fulfill any of its obligations under this Contract.

The Agency shall provide Vendor with written notice of termination pursuant to this section.

Interstate Rest Area

Janitorial Specifications

July 1, 2014 – June 30, 2015

*Office of Maintenance
July 2014*

w:jancover15

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Note: The following instructions and responsibilities are general and may not apply to all areas. Please review thoroughly before bidding. *Please see areas in red for changes in specifications from previous years.*

*Office of Maintenance
Rest Area Administration
March 15, 2014*

Service Hours / Minimum Staffing Requirements / General Responsibilities

All rest area buildings will have an attendant on duty for the entire scheduled shift both summer and winter. Contractors should thoroughly review the specifications to determine what staffing requirements will be necessary.

Staffing requirements for rest area groups with two old buildings:

One male attendant and one female attendant for entire shift. Crossovers required.

Staffing requirements for rest area groups with one old building and one new building:

The new building can be staffed with either two men, two women or one of each. However, the old building will require a male and a female attendant to clean, so it is in the best interest of the contractor to have both. Crossovers required.

Staffing requirements for rest area groups with two new buildings:

The buildings can be staffed with either two men, two women or one of each. No crossovers are required.

Rest Area Groups with at least one old building:

The rest area restrooms (old buildings) are not to be closed for cleaning unless extenuating circumstances exist. A female attendant will perform all major cleanings in the women's room and a male attendant will perform all major cleanings in the men's room. **NO EXCEPTIONS.** Major cleanings are to be performed at a minimum at the start and finish of each shift. Upon completion of the major cleaning at each site, (approximately one hour) the male and female attendant will switch sides and complete a major cleaning on the opposite side on which they started. This same crossover is required at the end of the shift.

The restrooms are to be **kept clean at all times** during a scheduled shift. This will require the attendant to make periodic checks of both rooms and do spot cleanings as needed. If circumstances exist where a major cleaning in the women's restroom is needed and a male attendant is on duty on that side then a crossover by the attendant on the opposite side is required. The same is true if a major cleaning is needed in the men's room and a female attendant is on duty. **If a major problem exists on one side or the other it may be necessary for both attendants to be on the same side while the problem is resolved. These situations would be rare and the Department should be contacted immediately if that occurs.**

Any attendant in the opposite sex restroom (old buildings) will have the doors open, with the cleaning cart blocking the entry. The attendant doing spot cleaning in the opposite sex restroom will move rapidly through the process and **leave immediately upon request of patron to use the facility. REST ROOM DOORS ARE TO REMAIN CLOSED UNLESS THE ROOMS ARE BEING CLEANED.**

Rest Area Groups with new buildings:

The new rest area design has two men's rooms and two women's rooms and a separate family room. This design allows one of the rooms to be closed for cleaning while keeping the other side open. The rooms can only be closed if there is someone in the room cleaning. **NO EXCEPTIONS!! IF THE ROOMS ARE CLOSED AND NO ONE IS IN THE ROOMS IT WILL BE CONSIDERED A CONTRACT VIOLATION. THERE WILL BE NO WARNINGS!**

Employee Training

Contractors will be trained in the procedures for major cleanings and spot cleanings. It is the contractors responsible to make sure all employees are trained. CONTRACTORS SHOULD PROVIDE COPIES OF THESE SPECIFICATIONS TO ALL NEW EMPLOYEES. UPON RECEIPT AND REVIEW THE SPECIFICATIONS THEY SHOULD SIGN A COPY STATING THEY UNDERSTAND THE RESPONSIBILITIES.

The specifications in this contract require that rest areas buildings are to be staffed for the entire schedule shift. A reasonable amount of time will be allowed for crossovers where applicable. It's imperative the attendants go directly to the rest area without unnecessary stops for personal reasons. Attendants are to remain at the site for the entire shift including scheduled times for breaks.

EACH BUILDING WILL HAVE A SCHEDULE POSTED. The schedule will include starting and ending times, crossover times, normal breaks and lunch times. There are circumstances that may exist that would require some flexibility in the schedule. However, if the Contractor is aware of personal reasons that would not allow an attendant to follow the posted schedule, then the Department should be informed.

No visitors, husbands, wives or children of the Contractor or attendant will be allowed in the rest area unless they are bona fide employees and are on duty.

Rest Area Employees / Minimum Wage / Uniforms

Personnel are employees of the Contractor. The Contractor shall exercise complete control over the rest area personnel, will be liable for their conduct and pay all wages and benefits and all applicable federal, state and local taxes, unemployment and any similar taxes.

Rest Area Employees / Minimum Wage / Uniforms continued

BOTH FEDERAL AND STATE MIMIMUM WAGE LAWS WILL BE POSTED IN THE REST AREA.

The Contractor shall provide **mentally alert** and **physically fit** personnel who are **neat** and **clean** at all times when they are on duty at a rest area. Personnel must be able to communicate with travelers and DOT staff, follow written or oral instructions and document daily activities. All employees will be in uniforms approved by the Department and **PROVIDED BY THE CONTRACTOR. ONE WEEK WILL BE ALLOWED FOR NEW EMPLOYEES TO BE IN UNIFORM. IN THE INTERIM THEY ARE TO WEAR A DOT PROVIDED VEST AT ALL TIMES.** Colors and styles should be consistent for all employees. **BLUE JEANS ARE NOT ACCEPTABLE!** Shirts will be tucked in or square bottom.

Shorts are allowed if color and length are appropriate. Shoes must be worn at all times. **NO OPEN TOED SHOES OR SANDALS WILL BE ALLOWED. Hats are optional but if worn should be a solid color that matches the uniforms without advertising or hats can be provided by the Department.** A sew on patch will be provided that reads "Rest Area Maintenance" and should be attached to the shoulder of the shirt or jacket or on the front of a hat. This patch should be visible at all times. **It should always be obvious to the traveling public that an attendant is on duty at the rest area. Failure to wear an approved uniform shall be considered a violation of this contract and may necessitate liquidated damages as described in the instructions to bidders under remedies upon default.** The possession of firearms, alcohol or drugs by the Contractor or their employees is prohibited at any rest area.

- **SMOKING IS NOT ALLOWED IN ANY REST AREA BUILDING.**
- **SMOKING IS PROHIBITED ON THE REST AREA GROUNDS UNLESS IN THEIR PERSONAL VEHICLES.**
- **COLLECTING CANS IS PROHIBITED.**

BOTH ARE CONSIDERED CONTRACT VIOLATIONS AND WILL NOT BE TOLERATED!

Rest Area Closings

At various times it may be necessary to close a rest area for maintenance, repair or power outages. The attendant on duty will be expected to assist the Department by notifying the travelers of the closing or other responsibilities may be necessary as directed by the Department as the situation warrants.

Inclement Weather

Contractors are expected to staff the rest areas for the entire scheduled shift in all weather conditions. **If the contractor decides to allow the attendants on duty to leave the site due to weather conditions it is the Contractors responsibility to cover those hours.**

The only exceptions would be if directed by the Iowa State Patrol or another Law Enforcement Agency or the Iowa Department of Transportation to leave the facility.

Summer & Winter Schedules – Minimum Staffing Requirements

Staffing requirements and hours of service vary by season and also by site. A Contractor should thoroughly review the specifications to determine what staffing requirements will be necessary.

Areas with Sixteen Hours Summer – Nine Hours Winter (Typically the older buildings)

Summer Schedule – May 1 through September 30 – Sixteen Hours / Day

The minimum staffing requirement is one male and one female on duty for each pair of rest areas from 5:00 a.m. to 9:00 p.m. Crossovers required

Winter Schedule – October 1 through April 30 – Nine Hours / Day

The minimum staffing requirement is one male and one female on duty for each pair of rest areas from 7:30 a.m. to 4:30 p.m. Crossovers required

Areas with Sixteen Hours Year Around (Typically the busier older buildings)

The minimum staffing requirement is one male and one female on duty for each pair of rest areas from 5:00 a.m. to 9:00 p.m. Crossovers required.

Rest Area Groups with One New Building and One Old Building

New Building Summer Schedule – May 1 through November 30

The minimum staffing requirement is two attendants, either male or female, on duty from 5:00 a.m. to 9:00 p.m. and one attendant, either male or female, on duty from 9:00 p.m. to 5:00 a.m. **Twenty Four Hours / Day**

New Building Winter Schedule – December 1 through April 30

Twenty Four Hours / Day The minimum staffing requirement is one attendant, male or female, on duty twenty four hours per day. **(Note: A second eight hour shift has been added for the day shift. The contractor can establish the staffing schedule for this shift. However once it is established it cannot change from day to day.)**

Old Building Summer Schedule – May 1 through September 30

The minimum staffing requirement is one male or one female on duty from 5:00 a.m. to 9:00 p.m. – Note staffing & cleaning procedure outlined on **Page I**. Crossovers required. **Sixteen Hours / Day**

Old Building Winter Schedule – October 1 through April 30

The minimum staffing requirement is one male or one female on duty from 7:30 a.m. to 4:30 p.m. - Note staffing & cleaning procedure outlined on **Page I**. Crossovers required. **Nine Hours / Day (Note: some are staffed 16 hours in the winter. Check bid documents for each group)**

Rest Area Groups with two New Buildings

Summer Schedule – May 1 through November 30 – Twenty Four Hours / Day

The minimum staffing requirement is two attendants, either male or female, on duty from 5:00 a.m. to 9:00 p.m. and one attendant either male or female on duty from 9:00 p.m. to 5:00 a.m.

Winter Schedule – December 1 through April 30 – Twenty Four Hours / Day

The minimum staffing requirement is one attendant, male or female, on duty twenty four hours per day. **(Note: A second eight hour shift has been added for the day shift. The contractor can establish the staffing schedule for this shift. However once it is established it cannot change from day to day.)**

Occasionally additional service may be requested by the Department. The Contractor will be given advance notice of those occasions and will be compensated for the additional hours.

Inside Janitorial Responsibilities

The Department will decide any and all questions that may arise concerning contract language, the responsibilities of the Contractor and the quality and acceptability of all work performed under this contract.

The Department will provide all supplies necessary to perform the inside janitorial responsibilities described below. **The Contractor is expected to have the necessary hand tools available at each site to perform these duties.** The Contractor will be provided training by the Department for specific tasks. (Special sessions may be scheduled at the beginning of each contract period for training) It is the responsibility of the Contractor to provide training for all of their employees. Any employee on duty at a rest area that is not properly trained will be considered in violation of this contract. **See employee training section on page II**

Failure to perform any contract specification may result in the assessment of liquidated damages as outlined in the "Instruction to Bidders" under **Remedies upon Default.**

Note: The contractor will be instructed as to what chemicals will be used for each item outlined below. Cleaning procedure may vary depending on building design and size.

- 1. Ceilings and Beams** (Generally old buildings)
 - a. Clean ceilings, beams and all other surfaces where dust and dirt collects as necessary and keep clean at all times.
 - b. Ceilings should be cleaned every six (6) months, or as directed by the Department, with a mild cleaning solution. (old buildings only)
- 2. Ceiling Fans**
 - a. Clean ceiling fans as needed and operate as directed by the Department.
- 3. Clocks**
 - a. Check daily to verify time.
 - b. Reset as necessary for daylight savings time.
 - c. Keep face of clock clean.
 - d. Replace batteries as needed.
 - e. Notify Department of any malfunctions.
- 4. Daily Reports**
 - a. The attendant on duty will maintain daily activity logs at each site.
 - b. The logs will list activities as they are performed, including the time occurred. **The logs will be filled out using a pencil. Do not fill out logs in advance of actually doing the work.**

4. Daily Reports (continued)

- c. The daily logs should also reflect weather conditions, e.g. rain, snow, ice.
- d. The attendant will document all accidents, vandalism or unusual activities.*
- e. An entry should be made in the logs any time an ambulance or law enforcement is called to the site. The Department should also be contacted as soon as possible.*

***(In addition a separate Incident Report Log provided by the Department will be maintained for these occurrences)**

- f. A checklist of daily, weekly or monthly activities will be provided.
- g. Maintenance request for the Department will be dated and checked as soon as possible.
- h. Lost and found items will be tagged and entered on the DOT provided log. If items found are considered valuable, the DOT is to be contacted immediately.

5. Display Case

- a. The inside and outside glass and frame of the display case shall be kept clean at all times.
- b. Weather monitors will be cleaned with appropriate product and handled carefully.
- c. Areas with track balls for the weather monitors will be periodically wiped down with disinfectant.
- d. There may be occasions when the DOT needs assistance in “rebooting” the computers in the kiosks. The Facility Maintenance Coordinator assigned to the areas will explain the procedure to the Contractor or Supervisor.

6. Doors (Vestibule, Lobby and Restroom)

- a. All doors shall be cleaned with a disinfecting solution at each scheduled cleaning and kept clean of any dirt, graffiti etc. at all times.
- b. Clean glass with appropriate product and keep clean at all times.
- c. In the older buildings the restroom doors will remain closed except when attendant is cleaning. In the new buildings the doors should be open unless someone is inside cleaning.
- d. On occasion weather conditions, particularly wind, will require one of the doors on the old buildings to be locked. It’s also feasible in the new facilities conditions may dictate locking the sliding doors. A certain amount of common sense is needed in this situation. If the attendant locks the doors, signs will be posted directing the traveler to use the other door.

NOTE: The damages that can occur when the attendant does not make the decision to lock the doors can be extensive. Please review this with all of your employees!

7. Drinking Fountains

- a. Fountains will be cleaned with disinfecting solution to keep rust and lime deposits from accumulating and kept clean at all times.

8. Fire Extinguisher

- a. Check at the beginning of each month and fill out attached card.
- b. If extinguisher is used, contact the Department for replacement.

9. Floors

- a. Floors must be swept and all foreign material removed before mopping.
- b. All restrooms will be deck scrubbed during the major cleaning at the following frequency:
Areas working nine hour shifts, deck scrub in each room once per day, preferably in the early morning. Areas working sixteen hours per day, deck scrubbing is required twice per day in each room, preferably at the beginning and end of the shifts. Areas working twenty-four hour shifts (new buildings) are required to deck scrub twice per day in each room. There is some flexibility when this activity should occur in these buildings but an early morning, early evening schedule is recommended.
- c. Remove excess water using a dry mop or fans immediately after cleaning.
- d. Power scrub restrooms, vestibules and lobby as directed by the Department. Power scrubbing shall be done in the late evening or early morning hours. Attendants will be trained in the use of power scrubbers and burnishers.
- e. Restroom, vestibule and lobby floors shall be mopped with clean water and a disinfecting solution at each mopping and kept clean at all time.
- f. New building with terrazzo floors will be cleaned as instructed by the Department.

10. Hand Dryers

- a. Check if operating correctly when cleaning.
- b. Hand dryers should be cleaned with a disinfecting solution including walls.
- c. **Hand dryer air intake vents should be kept clean at all times.** Electric breaker should be off when cleaning vents. Department will give instructions on this procedure.

11. Lavatories

- a. Clean and disinfect inside and outside of lavatory including fittings and hardware and keep clean at all times.
- b. Remove any debris from sink drain guard and flush monthly.
- c. Clean lens cover over electric eyes and check for proper operation.
- d. Flush drains with hot water weekly.

12. Lighting

- a. Clean lamp lens weekly, inside and out including wall mounted fixtures.
- b. Recessed lights in the new buildings will be cleaned weekly.
- c. Replace any burned out or mal functioning bulbs immediately.
- d. Clean inside of lens (especially the fixture above the sink in the old buildings) and reflectors when changing bulbs.

13. Map Holders

- a. Keep maps stocked in holder at all times.
- b. Clean holder and cover daily with a damp cloth.

14. Mats

- a. **Mats should be used in inclement weather conditions only! Mats should be alternated daily and washed weekly or as needed.** When conditions improve and there no longer is any “tracking” on the floors, the mats will be cleaned and stored in the appropriate area.
- b. **Wet floor signs should only be used when the floors or conditions warrant. They should not be left out at all times.**

15. Mirrors and Frames

- a. Clean mirrors and frames with glass cleaner to remove spot and grime at each cleaning and keep clean at all times.

16. Partitions

- a. Clean, disinfect and polish using appropriate cleaners at each scheduled cleaning and keep clean at all times.
- b. All graffiti shall be removed immediately.

17. Registers, Vents, Grates and Louvers

- a. All registers vents grates and louvers shall be removed (when possible) and cleaned monthly or as directed by the Department.

18. Sanitary Napkin and Waste Receptacles

- a. Empty all receptacles in restrooms at each cleaning and keep locked if applicable.
- b. Clean and disinfect the receptacle and wall area around the compartment at each cleaning.

18. Sanitary Napkin and Waste Receptacles continued

- c. Thoroughly clean and disinfect inside of compartment and polish exposed areas weekly.
- d. Doors should be checked for proper operation daily.

19. Signs

- a. All signs attached to the building shall be kept clean at all times.
- b. Damaged or missing signs should be reported to the Department.
- c. Out of order signs will be provided by the Department. Hand written signs are unacceptable.

20. Soap Dispenser / Hand Sanitizers

- a. Check dispenser for proper operation during each cleaning and periodically throughout the shift. Notify the Department if not working.
- b. Check pumps and change if not working properly

21. Telephones

- a. Clean daily with disinfectant.
- b. Notify the Department of any mal functions.
- c. Utility room telephones are for business use only. When answering the utility room telephones the attendant should first give the rest area name, direction of travel or building number and then their name.
- d. Personal cellular phone use should be limited to breaks or emergencies only.

22. Toilets and Urinals

- a. Shall be cleaned using a bowling cleaning solution on the inside and a disinfectant on the outside at each scheduled cleaning and kept clean at all times.
- b. Toilets shall be plunged or augured if plugged.
- c. Any malfunctioning toilets or urinals the contractor is unable to repair will be reported to the Department as soon as possible.
- d. Locking stall doors and posting of "Out of Order" signs is the last resort. If this becomes necessary, use the signs provided by the Department.
Hand written signs are unacceptable.

23. Toilet Dispensers and Tissue

- a. Check dispensers frequently for proper operation and to make sure there is tissue.

23. Toilet Dispensers and Tissue continued

- b. The dispensers accommodate two rolls of tissue at one time. **Allow rolls to empty before replacing.**

24. Trash Disposal

- a. Trash receptacles will be checked at each cleaning and periodically through the shift. Trash shall be removed from the building and disposed of properly.

25. Utility Rooms

- a. Floors will be swept and mopped daily.
- b. Utility room sinks will be cleaned daily with an abrasive cleaner.
- c. Desk and storage areas shall be cleaned daily.
- d. **Entire room is to be neat and orderly.**
- e. Any leaks or malfunctions found shall be repaired or added to maintenance list for the Department.
- f. All hazardous material shall be stored in a locker provided.
- g. The utility room doors are to be **locked** at all times when **unattended**.
- h. The utility room doors are to be **unlocked** when attendant is **inside**, unless extenuating circumstances exist.
- i. Attendant's personal items and reading materials should be limited and kept out of site when not needed.
- j. **Televisions are prohibited in the utility rooms.**

26. Vending Buildings

- a. Attendant is not to loiter in vending buildings.
- b. There are no cleaning activities in the separate vending buildings. Vending machines located in the new facilities will require some attention only when a mess occurs and the vendor is not present.
- c. Attendant should contact vendor if problems occur or notify the Department. Out of order signs should not be posted unless the attendant is sure there is a problem. Use signs provided by the Department.

27. Visitor Counters / New buildings

- a. Attendant will register visitor counts and reset each morning.

28. Walls

- a. Restroom walls shall be cleaned and chemically disinfected biweekly.

28. Walls continued

- b. All walls shall be cleaned of foreign materials, graffiti and kept clean at all times.
- c. Wall area around lavatories, commodes and urinals shall be cleaned at each cleaning and kept clean at all times.

29. Water Meter

- a. Daily water meter readings must be recorded on sheet furnished by the Department.

30. Water Systems

- a. The Department will instruct the attendant of duties that are required in the areas that are on well systems.

31. Weather Information Monitor

- a. Check daily for proper operation. Contact the Department if repairs are needed.

32. Welcome Centers / New Buildings

- a. All cleaning activities required in the rest area building are required in the new welcome centers. Most cleaning activity unless requested will occur when the facility is closed or in the evening.
- b. Attendant will check with welcome center staff to see if they need assistance or if cleaning is needed daily.
- c. Attendant will also coordinate trash disposal with welcome center staff daily.
- d. Loitering in welcome center buildings is not allowed.

33. Windows

- a. Clean daily with lambs wool and squeegee and keep clean for the entire shift.
- b. Sills shall be cleaned with a damp cloth and kept clean at all times.
- c. Lobby windows shall be cleaned daily unless freezing temperature persists. Use washer fluid with cleaning solution when temperatures range from 20 to 35 degrees.

Outside Janitorial Responsibilities

The Department will decide any and all questions that may arise concerning contract language, the responsibilities of the Contractor and the quality and acceptability of all work performed under this contract.

The Department will provide all supplies necessary to perform the outside janitorial responsibilities described below with the exception of snow removal equipment. **The Contractor is expected to have the necessary hand tools available at each site to perform these duties.** The Contractor will be provided training by the Department for specific tasks. (Special sessions may be scheduled at the beginning of each contract period for training) It is the responsibility of the Contractor to provide training for all of their employees. Any employee on duty at a rest area that is not properly trained will be considered in violation of this contract. **Attendants are required to wear a safety vest when working outside.**

Failure to perform any contract specification may result in the assessment of liquidated damages as outlined in the "Instruction to Bidders" under **Remedies Upon Default.**

1. Ashtrays

- a. The attendant is expected to check ashtrays frequently and remove cigarettes, trash, etc. and dispose of properly.
- b. Attendant will add sand or "black beauty" to the ashtrays as needed or as directed by the Department.

2. Barbeque Grills

- a. Check and clean grills daily (summer months)

3. Flags

- a. Flags will be raised as soon as the attendant arrives for the morning shift. Flags will be lowered at sunset, unless lighted, folded properly and hung in a clean dry place.
- b. Flags will always be handled with respect.
- c. The Department will notify the attendant on duty when to replace the flags.
- d. The Department will give notification when flags are to be flown at half-mast.

4. Flowers and Special Planted Areas

- a. Flowers and plants will be provided by the Department and planted by the contractor unless otherwise directed.

4. Flowers and Special Planted Areas continued

- b. The attendant on duty is responsible for watering, weeding, cultivating, mulching, replacing, and fertilizing all areas of special plantings in planters or planted areas. It may be necessary to remove some plants at the end of the season.
- c. **Note:** Special landscaped areas at new facilities are the responsibility of the lawn care contractor. The facilities maintenance coordinator assigned to each area will determine the janitorial responsibilities under this paragraph.

5. Freight Delivery

- a. The attendant on duty is expected to assist with the freight delivery if at all possible. This may be as simple as holding a door or actually carry supplies to the building. It will also be necessary to inventory the supplies after delivery.

6. Kiosks (where applicable)

- a. Floors shall be swept daily and kept clean at all times.
- b. The glass on the outside of the display case shall be cleaned daily and periodically throughout the day as needed.
- c. The inside glass will be cleaned monthly.
- d. Information will be posted as provided by the Department.

7. Litter Pickup and Sweeping

- a. The rest area grounds, sidewalks, entrance-exit ramps and parking areas will be kept clear of paper, bottles, cans, cigarette butts and all other foreign mater. All drainage intakes, outlets and pipes will be kept free of debris.
- b. The entire rest area grounds will be checked daily and litter picked up at all times. (Rest area grounds includes all the area from the shoulder of the interstate to the right of way fence at the outer edges of the rest area property)
- c. The attendant will wear a vest provided by the Department when walking along entrance and exit ramps or near the interstate mainline.
- d. Sweep sidewalks in front of building daily. Hose down sidewalks in front of the building weekly if weather permits.
- e. Sweep all curb areas twice per week. This includes both sides of the median curb between the car and truck parking, as well as the car parking curb and the outer truck parking curb.
- f. Scrape and remove gum daily on all concrete surfaces.
- g. Remove bird droppings daily from sidewalks, picnic tables, and picnic shelter pads and outside building beams. Disinfect picnic tables daily, May 1/ Nov 1.

8. Miscellaneous Items

- a. Any problems relating to the following items shall be reported to the Department: Signs, area lights, all fences in rest area boundary, sidewalk joints that are greater than ½” in elevation and any other items that the contract deems necessary.

9. Parking Lot Oil Spots

- a. The attendant will work on oil spots in the parking areas twice per week or as needed.

10. Pay Telephones

- a. All pay telephones on the rest area property should be checked daily for proper operation. Malfunctions should be reported immediately.

11. Picnic Areas

- a. During warm weather, picnic tables shall be washed daily before 9:00 a.m. Tables should be checked frequently throughout the day and kept clean at all times.
- b. Tables should also be checked in cooler weather and cleaned if they have been used.
- c. Concrete picnic table pads shall be cleaned daily. Pads should be swept or hosed and scrubbed if stains exist.

12. Rest Area Rules

- a. Rest area rules are posted at each building. Attendants shall politely notify patrons when violations are sited. Confrontations are to be avoided.
- b. Signs indicating where pets are allowed are posted at each rest area. Attendants shall politely notify patrons of these locations if they have a pet in a restricted area.

13. Snow Removal

The Contractor is responsible for snow removal in designated areas at each site. The Contractor will provide all power equipment and the fuel necessary to operate the equipment. All attendants must be knowledgeable in the operation of the equipment used for snow removal. Additional help may be added with Department approval.

13. Snow Removal continued

The following areas are designated for snow removal: Sidewalks in front of building from end to end, sidewalks around the building and kiosk, sidewalks and crossovers between the car and truck parking areas and any location where there are steps. The entire handicapped parking access adjacent to the front walk should be kept clear at all times. Areas around benches, trash barrels and vending machines should be kept clear of snow. Snow should be removed from edge to edge on all sidewalks. A path at least 36" wide adjacent to the curb in the parking lot will be kept free of snow and ice. Picnic area sidewalks do not need to be cleared. Access to the RV dump stations will be kept open.

- a. During snowstorms, snow shall be removed continuously to maintain an access path from the curb to the rest area building. If storms occur when the buildings are unattended, the attendant arriving for the first shift after checking the rooms for damages and dirty conditions should then clear a path from the building to the parking lot before starting their major cleaning.
- b. Snow and ice will be completely removed down to the pavement or sidewalk within eight (8) working hours from the end of the storm. If drifting occurs after the walks have been cleared the attendant is to continue to clear snow at times when they are not cleaning.
- c. Snow will not be piled on trees or shrubs and will not be blown into the parking lot if the Department crews have cleared the area. If motorized vehicles are used, snow shall not be pushed into picnic areas.
- d. All snow removal will be performed under normal traffic conditions.
- e. Ice removal chemicals are provided by the Department and should be used on ice in and around the building area and sidewalks. Snow is to be removed prior to using ice melt and care should be taken not to over use the chemicals.
- f. Contractor or attendants may be asked to assist the Department with traffic control when the plows are clearing the car and truck parking. It may be necessary to reopen the sidewalks between the car and truck parking areas after Department's vehicles are finished.

Note: It is important to keep a path open to the building as outlined above. However it is equally important to keep the restrooms in good condition. During a storm it is recommended that a schedule of 30 to 40 minutes outside clearing snow and then spending the same amount of time inside cleaning should accomplish both tasks adequately.

14. Surveillance of Parked Vehicles

- a. Parked vehicles shall be given a periodic cursory inspection to determine if passengers are in need of help.

14. Surveillance of Parked Vehicles (continued)

- b. Any vehicle parked for an abnormal length of time with engine running or in a location not normally used for parking shall be checked more thoroughly
- c. Every effort should be made not to interfere with the privacy of the passengers unless something is obviously wrong. Anytime that an attendant or Contractor has an idea that something is not right, they are to immediately contact the Iowa State Patrol.

15. Trash Control

- a. Empty trash receptacles before they are full. Depending on the time of year and the number of visitors this can vary from once per day to several times per day. Attendants should check trash receptacles frequently throughout their shift.
- b. Receptacles and lids shall be thoroughly washed twice per week during the summer.
- c. The inside liners should be washed twice per month during the summer.
- d. All trash receptacles will be lined with trash bags. Use bags only once. Trash bags are to be disposed of in the dumpster located at each rest area. Dumpsters are to be locked at all times.
- e. Minor parking areas will have the trash collected every other day in the summer and every third day during the winter or as directed by the Department.
- f. **Attendants are not to go through the trash for the purpose of collecting cans.**

16. Travel Trailer Dump Stations

- a. Attendants shall check the stations for operation daily and to make sure hydrants have not been left on. Dump stations are to be checked year around.
- b. Clear any blockage. Any malfunctions should be reported to the Department.

17. Vandalism and Property Damage

- a. When any visitor to the rest area mistreats the grounds or facilities with obvious intent, the attendant shall if possible get the description and license number of the vehicle in which the violator(s) are riding.
- b. Phone county Sheriff or Iowa State Patrol and wait for them to arrive.
- c. The attendant or Contractor shall **NOT** try to handle the matter alone and shall **NOT** place themselves in a position in which their authority could be questioned. The Contractor or the attendant on duty is **NOT** an enforcement officer and in no instance shall act as such.

17. Vandalism and Property Damage (continued)

- d. If vandalism occurs when the building is unattended, the attendant upon discovery will contact the Department and describe in the daily log the damage, location, time discovered, etc.

18. Vehicles (Contractor or Attendant)

- a. Contractor and attendant's personal vehicles will be parked in either the first parking stall as you enter the rest area or the last stall as you leave the area.

Janitorial Contractor Maintenance Responsibilities

The Department will decide any and all questions that may arise concerning contract language, the responsibilities of the Contractor and the quality and acceptability of all work performed under this contract.

The Contractor or the attendants will be required to perform or assist the Department with a number of responsibilities as part of their normal duties. **The Contractor is expected to have the necessary hand tools to perform these tasks.** The Department will furnish all tools and equipment (not hand tools) for these responsibilities. The Contractor will be provided training by the Department for specific tasks. It is the responsibility of the Contractor to provide training for all of their employees. Any employee on duty at a rest area that is not properly trained will be considered in violation of this contract.

The following is a list of maintenance and repair items that the Contractor will be required to perform, unless otherwise directed by the Department, as part of their activities. Some of these tasks need to be done on a daily basis, while others are weekly, monthly, or annually. A checklist will be provided at each site to record these activities. Other items listed below may be necessary only if problems occur. The Department is to be notified immediately if there are non-functioning fixtures in either restroom that the Contractor or attendant cannot repair. **“Out of Order” signs will be used only when directed by the Department.**

Failure to perform any contract specification may result in the assessment of liquidated damages as outlined in the “Instruction to Bidders” under **Remedies upon Default.**

1. Air Condition / Furnace

- a. Change filters at the first of each month or as directed by the Department
- b. Thermostats will be set by the Department and will not be changed unless directed.
- c. Clean condenser unit in the spring and fall or as directed by the Department.

2. Doors – Outside Entry, Restroom and Utility

- a. Tighten any screws that are loose and replace if missing.
- b. As directed by the Department, damaged, rusted, chipped or worn spots will be sanded, primed and painted.
- c. Check power assisted doors for proper operation daily. Notify Department of malfunctions.

3. Drinking Fountains

- a. Notify the Department if water flow is not at the proper height for convenient drinking.
- b. Remove lime buildup from around bubbler.

4. Exhaust Fan

- a. Run as directed by Department.

5. Floor Drains

- a. Remove grates from floor drains and flush as directed by the Department.

6. Flush Valves

- a. Clean and / or replace flush valve parts when malfunctions occur or as directed by the Department.

7. Hand Dryers

- a. Hand dryer covers shall be removed monthly to clean fins and airflow chambers.
- b. Breaker should be turned off before beginning.
- c. Remove intake vent and clean monthly or as needed.

8. Lavatories

- a. Clean lens and remove lime build up at spigot holes weekly to insure proper flow.

9. Soap Dispensers

- a. Notify Department if not operating properly.

10. Storm Windows

- a. Storm windows will be removed and cleaned April 1 and stored.

11. Toilets and Urinals

- a. Plunge and / or augur plugged toilets and urinals as needed
- b. Flush and / or augur toilet and urinal sewer lines as needed.
- c. Notify Department of any malfunctioning toilets or urinals.

12. Toilet Tissue Dispensers

- a. Replace damaged dispensers.

13. Water Heaters

- a. Water heaters will be flushed monthly or as directed by the Department.

14. Additional Maintenance Items

- a. Other minor maintenance items or problems could occur that are not listed above. The Contractor or attendant is expected to perform those duties with direction from the Department.

Maintenance Tasks beyond Normal Requirements

Occasionally there may be tasks that need to be done at a site that are beyond what is normally expected of the janitorial Contractor. These are tasks that would probably require more time and staff to accomplish. The Contractor will be allowed to submit a bid to perform this work if they desire.

The Department will review the bid and award the contract if cost is consistent with other bids for the work. This work can be done during the regular shift but it **CAN NOT** interfere with the normal duties. The rest area buildings will be attended to at all times throughout the required shift.

Rest Area Closing

If it becomes necessary to close a rest area for scheduled improvements or unforeseen causes, the Contractor will be given a minimum of thirty days notice before compensation will cease. If certain activities need to be continued at those sites the Department will negotiate with the Contractor at the time.

Emergencies During and After Normal Hours

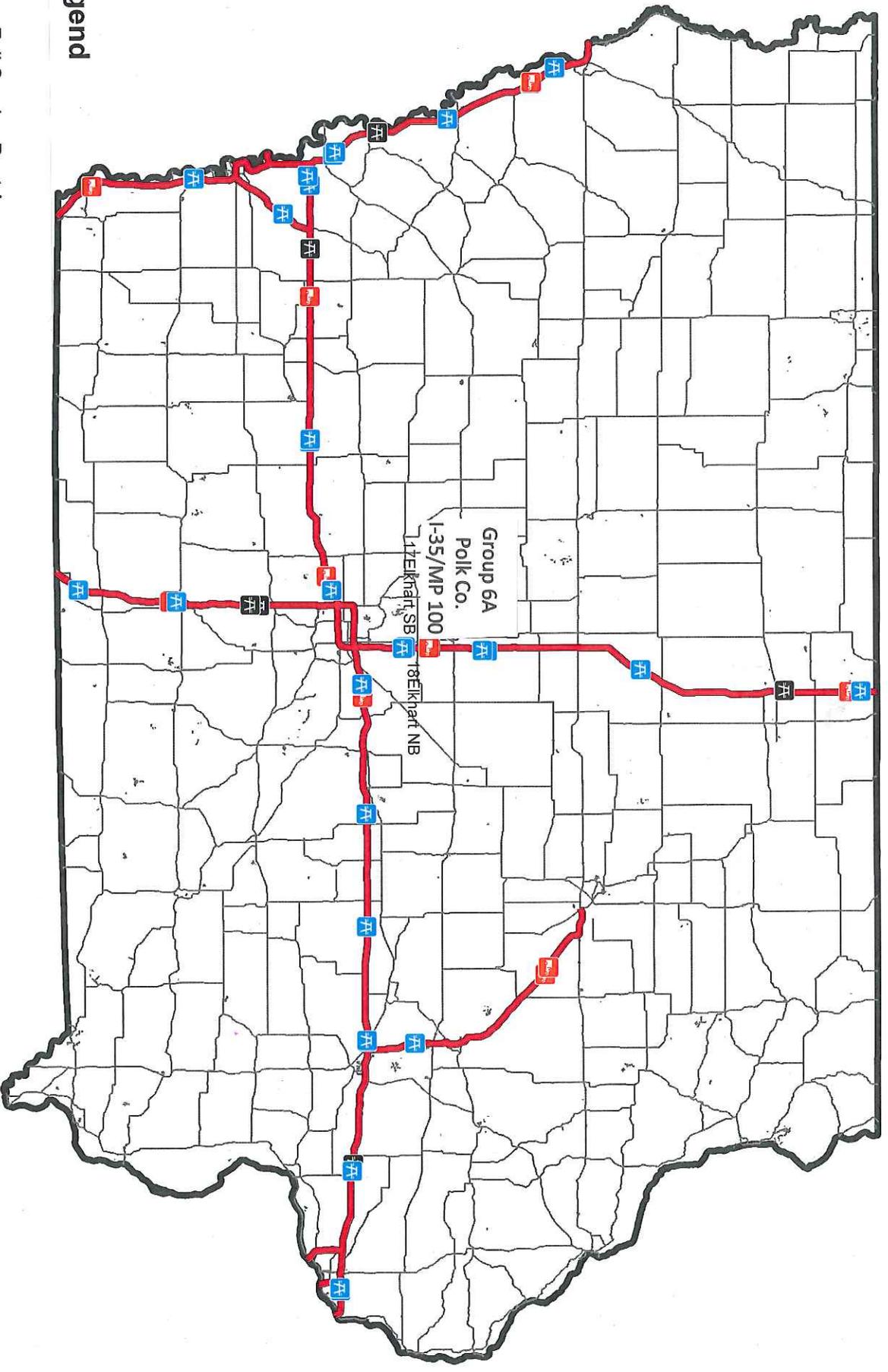
If any of the following problems occur while an attendant is on duty the Department is to be contacted within one hour and corrective action should be taken. If problems occur when the building is not attended, the Department is to be contacted as soon as problems are discovered.

- Power Outages
- Major Vandalism
- Well or Booster System Failure
- Hazardous Material Spills
- Police or Ambulance Calls to Site

Building Keys

The Contractor shall not give keys to individuals other than employees. All keys must be returned to the Rest Area Administrator when the contract is completed. The Department will withhold final payment until all keys are returned. If it becomes necessary to change the locks at a building because of failure to return keys or employee problems all cost associated with the process will be deducted from Contractor's final payment.

IOWA INTERSTATE REST AREAS



Legend

-  Full Service Rest Area
-  Weigh Station
-  Parking Only Rest Area





Iowa Department of Transportation

PROPOSAL GUARANTY / BID BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____
(Contractor's/Bidder's Name)

_____ of _____
(City,State)

as principal, and the _____
(Surety)

of _____ as Surety, are held and firmly bound unto the Iowa Department of
(Address)

Transportation and to the State of Iowa, or Municipality as defined in Iowa Code, Section 73A.1 as applicable, hereinafter defined as Obligee, in the penal sum as shown in the contract documents of the specified project, for which payment said principal and surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, the principal is herewith submitting his/her or its sealed proposal for:

County _____

Bid Order # _____
(not required by Purchasing Section)

Type of Work _____

Date of Letting _____, 20 _____ .

NOW THEREFORE, if the said proposal bid by said principal be accepted, and the principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall become null and void or in the event of the failure of the principal to enter such contract and give such bond, the principal shall pay to the Obligee the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

IN WITNESS WHEREOF, the principal and surety have caused these presents to be signed this _____ day of _____, 20 _____ .

Principal
(Contractor's/Bidder's Name)

By _____
Contractor's/Bidder's Signature

Address

Surety

By _____
Authorized Surety Representative