

## **CONTRACT AGREEMENT**

**THIS CONTRACT** (the “**Contract**”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **CITY OF JACKSON, MISSOURI**, Owner of the Program, hereinafter referred to as “**City**,” and **CLEAN SLATE CLEANING SERVICE, LLC**, hereinafter referred to as “**Contractor**,” in connection with that work or improvement known as the **POLICE STATION JANITORIAL SERVICES PROGRAM** to be performed for the City and located at 202 West Jackson Boulevard, Jackson, Missouri.

**WHEREAS**, the City has selected the aforesaid Contractor for the Program and by Ordinance No. \_\_\_\_\_ has awarded the Contractor the Contract for the amount named in the bid submitted by the Contractor on April 8, 2024, a copy of which is incorporated herein.

**NOW, THEREFORE**, the parties agree as follows:

- A. The Contract Documents for the Program include the Specifications and Proposal Documents which are attached hereto and made a part hereof as Exhibit A. The Contract Documents may also consist of such special provisions, addendums, appendices, plans, and specifications as may be necessary for the Project.
- B. The Contractor shall perform the Work in compliance with the Contract Documents.
- C. The Contractor shall supply all labor, materials, equipment, and supervision necessary to complete all of the Work as described in the Contract Documents.
- D. The Work shall be commenced and completed according to the Program Schedule, subject to such extensions and modifications as are made pursuant to the Contract Documents.
- E. The City shall pay the Contractor for performance of the Work, subject to additions and deductions as provided in the Contract Documents, the Contract Price of

**\$1,440.00 (per month)**

*(figures)*

**One thousand four hundred and forty dollars and no cents (per month)**

*(words)*

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY:

City of Jackson, Missouri

\_\_\_\_\_  
Dwain L. Hahs, Mayor

ATTEST:

\_\_\_\_\_  
Angela Birk, City Clerk

Address:

101 Court Street  
Jackson, Missouri 63755

CONTRACTOR:

\_\_\_\_\_  
Clean Slate Cleaning  
Contractor Name

\_\_\_\_\_  
m. chopmen  
Signature

\_\_\_\_\_  
Meghan Chopmen  
Printed Name

\_\_\_\_\_  
Owner  
Title

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Address:

\_\_\_\_\_  
18 po Box 152  
Cape Girardeau, mo  
63702

BID DOCUMENTS AND CONTRACT

FOR

**POLICE STATION JANITORIAL**  
**SERVICES PROGRAM**

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Issued for Bid on April 3, 2024



**CITY OF JACKSON, MO**

Dwain L. Hahs, Mayor  
101 Court Street  
Jackson, Missouri 63755  
573 – 243 – 3568  
[projects@jacksonmo.org](mailto:projects@jacksonmo.org)  
[www.jacksonmo.org](http://www.jacksonmo.org)

**POLICE DEPARTMENT**

James Humphreys  
Chief

**ADMINISTRATION**

Rodney Bollinger  
Director of Administrative Services

**NOTICE TO BID**  
**CITY OF JACKSON, MISSOURI**  
**POLICE STATION JANITORIAL SERVICES PROGRAM**

Sealed bids for the Police Station Janitorial Services Program to serve the City of Jackson will be received in the office of the City Clerk at City Hall, 101 Court Street, Jackson, Missouri 63755 until 10:00 A.M. (prevailing local time), on Tuesday, April 23, 2024, and then at said office publicly opened and read aloud. No bids will be accepted after this time, and no electronic or facsimile submittals will be accepted.

All Bidders shall submit in a separate, sealed envelope the Bid Proposal form provided in accordance with the Bid Documents and Contract. The envelopes containing the bids must be sealed, addressed, and designated as bids for the "Police Station Janitorial Services Program; Attn: City Clerk."

In general, the program consists of furnishing all labor, tools, equipment, and materials necessary to complete standard periodic janitorial services, including but not limited to cleaning, vacuuming, and other tasks, in the Police Station building for a three-year period, with an optional extension if agreed by both the City and the Contractor. Questions regarding obtaining the Bid Documents and Contract shall be directed to Police Administration Assistant Rachel Coleman.

Bid proposals shall be made in accordance with the Bid Documents and Contract which are on file and available for examination in the office of the Police Administration Assistant or online at [www.jacksonmo.org](http://www.jacksonmo.org) and are made part of this notice as though fully set forth herein.

A pre-bid conference will not be held, but prospective Contractors are required to tour the Police Station before submitting a bid by contacting Police Administration Assistant Rachel Coleman at 573-243-3151, ext. 2138 and requesting an appointment. Bids will be rejected from Contractors that have not toured the facility.

The City of Jackson hereby notifies all bidders that it will affirmatively insure that in any Contract entered into pursuant to this invitation, minority business enterprises will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, gender, or national origin in consideration of award.

The City of Jackson reserves the right to waive any informality, technicalities, and to reject any and all bids. No Bidder may withdraw their Bid within sixty (60) days after the actual date of the Bid Opening. If a contract award is made, it will be made to the lowest and best, responsive, responsible Bidder for both pricing and qualifications. The City may issue addenda as may be necessary in the best interest of the public and the City of Jackson.

Rodney W. Bollinger  
Director of Administrative Services

Publication Dates: April 3 and April 10, 2024



## **SCOPE OF WORK**

### **OVERVIEW**

In general, the City requires professional janitorial services to assist its staff with cleaning maintenance. The Contractor shall furnish all labor, tools, equipment, and materials necessary to complete standard periodic janitorial services, including but not limited to cleaning, vacuuming, and other incidental items, at the Police Station for a three-year period, with an optional extension if agreed by both the City and the Contractor. The bid sheet, list of personnel, statement of qualifications, and references from the Contractor are required as part of the overall proposal.

### **LOCATION**

The Contractor hereby acknowledges that it shall be responsible for the janitorial upkeep and cleanliness of the Jackson Police Department (approximately 18,000 square feet), which is addressed as 202 West Jackson Boulevard, Jackson, Missouri. The floor plan of the facility is set out in Exhibit A (attached hereto).

### **CHECKLIST**

The City shall furnish a detailed checklist which includes an itemized list of the general cleaning services required under this program. The checklist is set out in Exhibit B (attached hereto).

### **EXCLUSIONS**

The City shall furnish the following cleaning supplies to the Contractor: paper products, trash bags and liners, and hand soap. There is also a designated location in the Police Station where the Contractor can store equipment and materials.

### **BID PRICES**

All bid prices shall be "per monthly event" for cleaning the facility serviced under this program.

### **CONTRACT AGREEMENT**

By submitting a bid for this program, the Contractor agrees to enter into an agreement with the City.

### **SERVICE TIMES**

The Police Department building shall be serviced by the Contractor on Monday, Wednesday, and Friday between the regular business hours of 8:00 a.m. – 4:00 p.m., excluding recognized holidays. No before-hours, after-hours, or weekend work shall be allowed.

### **PAYMENT PROCEDURES**

Invoices shall be submitted by the Contractor monthly and shall be sent to the attention of the Police Department Administration Assistant.

### **TERM AND RENEWAL**

This Agreement shall be effective on the date provided within the Notice to Proceed incorporated as part of this Agreement and continue for a period of three (3) consecutive years, with an optional extension if agreed by both the City and the Contractor. If the City and Contractor elect to renew this Agreement, the City and Contractor shall provide thirty (30) days' notice prior to the termination date. The City's decision as regards to exercising the option is not subject to appeal.

If the City exercises its right to renew this Agreement, the Contractor shall have the option to adjust prices pursuant to this Agreement that result from an increase based on the difference in the period from January to January of the two (2) previous twelve (12) month periods reported in the Consumer Price Index (CPI) published by the Missouri State Tax Commission. In no instance shall the price increase by more than five percent (5%) from the original Contract price set forth in the original Agreement.

**PROTECTION OF WORK AND PROPERTY:** Reasonable care shall be taken when working in the vicinity of people, vehicles, buildings, and property.

**REQUIRED INSURANCE:** Successful Contractor must furnish proof of public liability, property damage, and workmen's compensation insurance, as follows:

- Professional Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis. (applies only to professionals)
- Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis.
- Comprehensive Business Liability Insurance for all owned, non-owned, and hired automobiles and other vehicles used with a combined single limit of \$1,000,000 minimum.
- Worker's Compensation Insurance within statutory limits required by any applicable federal or state law and Employers Liability Insurance with minimum limit of \$1,000,000 per accident.
- Additional Insured Endorsement naming the City of Jackson as an additional insured.
- City of Jackson listed as Certificate Holder on the signed Certificate of Insurance.

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City of Jackson, its officers, agents, volunteers, lessees, invitees, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to the Contract involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of Contractor its officers, agents and volunteers, or anyone directly or indirectly employed or hired by the Contractor or anyone for whose acts the Contractor may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees.

Insufficient or lapsed insurance coverage at any time will be good cause for termination of this agreement, at which time the contract may be awarded to the next lowest bidder.

No provision of this agreement shall constitute a waiver of the City's right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law.

**BID FORM:** The Contractor must prepare and submit a completed Bid Form. By signing, the Contractor acknowledges the agreement with the general specifications, conditions, and Contract requirements.

**CONTRACTOR'S UNDERSTANDING:** It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature and location of the work, the confirmation of the ground, the character, quality, and quantities of the work necessary, the character of the equipment and facilities needed for the execution of work, the general and local conditions, and all other matters which can in any way affect the work under this Contract.



**QUALIFICATIONS:** To ensure a high-quality level of operations during this program, Bidders must demonstrate minimum experience and qualifications. Upon request, bidders must provide evidence of experience in successfully operating and managing this type of business.

**CHOICE OF LAWS AND VENUE:** This Contract shall be governed by the laws of the State of Missouri and the venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.

**VERIFICATION OF EMPLOYMENT ELIGIBILITY:** Notice is hereby given that Section 285.530 of the Revised Statutes of Missouri requires that no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Any business entity providing work under any contract more than \$5,000.00 shall participate in a federal work authorization program (such as E-Verify) and shall provide documentation of such participation to the Owner.

### **PREVAILING WAGE AND BONDING**

This project is anticipated to be below the threshold of \$75,000 as indicated in HB 1729 passed by the Missouri General Assembly and signed by the Governor effective August 28, 2018. If Bidder's lump sum amount is less than or equal to \$75,000, prevailing wage is not required on this project. If Bidder's lump sum amount is greater than \$75,000, the prevailing wage laws of the State of Missouri shall be enforced.

No bid, surety, or performance bonds shall be required for this project.

### **SUBCONTRACTORS**

No Subcontractors are allowed for this project.

### **PERMITS AND LICENSES**

The Contractor shall, at its own cost, secure all permits and licenses (including a City business license) required by City Code and State Statute and give all notices necessary and incidental to lawful prosecution of the work.

### **LAWS TO BE OBSERVED**

The Contractor shall always observe and comply with all Federal and State Laws and regulations and all shall comply with all orders and decrees which exist at the present or which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and no plea of misunderstanding or ignorance will be considered.

### **INSPECTION**

Work performed under the contract must be satisfactory to the City. The City shall have the final say in determining such questions. Unsatisfactory work shall be sufficient justification to terminate the contract with the Contractor.

### **LIABILITY**

The Contractor agrees to hold the City harmless from all claims and liability due to its negligent acts or the negligent acts of its employees, agents, or subcontractors.

### **EQUAL EMPLOYMENT**

No provisions or applications of this Agreement shall cause or result in discrimination against any employee or applicant for employment is his or her hiring, tenure, or condition of employment because of race, religion, sex, or national origin.

Contractor shall perform the Work as an independent contractor and as such has the right to exercise control and supervision of the Work and full control over the employment, direction, compensation, and discharge of all persons assisting it in performing the Work, subject to all applicable federal, state, and local laws, regulations, and ordinances.

### **NON-EXCLUSIVE CONTRACT**

The Contractor understands the contract is non-exclusive and that the City may contract with multiple Contractors to best provide for its citizens' need for professional janitorial services. By executing the contract, the Contractor waives all complaints it might otherwise have against the City as to the Contractor assigned individual tasks or projects. The assignment of project and task orders under the contract shall be in the City's sole discretion, and no party to the contract shall be entitled to any minimum frequency or dollar amount of task orders.

### **REFERENCES AND BACKGROUND CHECKS**

The Contractor hereby certifies that the information provided to the City and in any attachments listed herein is true and correct to the best of the Contractor's knowledge and agrees to have any of the statements checked by the City unless the Contractor has indicated to the contrary. Furthermore, the Contractor releases all parties and persons from all liability for any damages that may result from furnishing such information to the City as well as from the use or disclosure of such information by the City or any of its agents, employees, or representatives. The Contractor understands that any misrepresentation, falsification, or material omission of information may result in the Contractor's failure to be awarded the contract or termination of the contract. The Contractor also authorizes the City to do a Police background check on the individual employees of the Contractor.

### **DELIVERABLES**

Following the Notice of Award, the Contractor shall submit the following prior to the Notice to Proceed:

1. Three fully executed counterparts of the Contract Documents
2. Verification of employment eligibility (E-Verify) for each employee per Section 285.530 of the Revised Statutes of the State of Missouri
3. Certificate of Insurance providing proof of coverage per the Contract Documents, including a separate Additional Insured Endorsement from the insurance carrier

**ENTIRE AGREEMENT:** This Contract contains the entire agreement between the parties and supersedes all prior or contemporaneous written or oral communications. This Contract may be changed or terminated only by an instrument in writing signed by the party against whom enforcement of such change or termination sought. No breach of any agreement, warranty, or representation shall be deemed waived unless expressly waived in writing by the party who asserts such breach.



## **INSTRUCTIONS TO BIDDERS**

### **1. Bidding Documents**

Complete sets of the Bidding Documents may be reviewed and obtained at the following location(s):

Jackson City Hall  
101 Court Street  
Jackson, MO 63755  
(573) 243 – 3568

Physical and electronic copies of the Bidding Documents may be obtained may be obtained free of charge by filling out the online form on the City of Jackson's website:

[www.jacksonmo.org](http://www.jacksonmo.org)

Complete sets of the Bidding Documents shall be used in preparing Bids. Bidder assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents. Owner, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids for the Work and does not authorize to confer a license for any other use.

### **2. Bidder's Representations**

All bidders for the work under this Contract are required before submitting all proposals to make all necessary investigations in order to inform themselves thoroughly as to the character and magnitude of all work involved in the complete execution of this contract, and as to the facilities for delivering, handling, and installing the construction equipment and the conditions and difficulties that will be encountered in the performance of the work specified herein. No plea of ignorance of conditions that exist or that may hereafter exist, or of difficulties that will be encountered in the execution of the work hereunder as a result of failure to make necessary examinations and investigations, will be accepted as a sufficient excuse for any failure or omission on the part of the Contractor to fulfill, in every detail, all of the requirements of this contract, or will be accepted as a basis for any claim whatsoever for extra compensation.

It is the responsibility of each Bidder before submitting a bid to:

- a. examine and carefully study the Bidding Documents and any data and reference items identified in the Bidding Documents;
- b. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- c. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of the work, the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, and Bidder's safety precautions and programs;

- d. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- e. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- f. promptly give Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Owner is acceptable to Bidder;
- g. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bidding Documents, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

### 3. Pre-Bid Conference

A pre-bid conference will not be held for this project. However, prospective Contractors are required to tour the Police Department building before submitting a bid. Bids will be rejected from Contractors that have not toured the facility.

### 4. Interpretations and Addenda

All questions about the meaning or intent of the Bidding Documents are to be submitted in writing to:

Rachel Coleman  
Police Administration Assistant  
Jackson Police Department  
202 West Jackson Boulevard  
Jackson, Missouri 63755  
rcoleman@jacksonpd.org

Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. The deadline for submitting any questions will be three (3) calendar days before the opening of Bids. Questions received less than three (3) calendar days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

### 5. Preparation of Bid

The Bid Form is included with the Bidding Documents. All blanks on the Bid Form shall be typed or completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form.



A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown. A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown. A Bid by an individual shall show the Bidder's name and official address. A Bid by a joint venture shall be executed by an authorized representative of each joint venture in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

All names shall be printed in ink below the signatures. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form. Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown. The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

6. Submittal of Bid

With each copy of the Bidding Documents, a Bidder is furnished one copy of the Bid Form. The copy of the Bid Form is to be completed and submitted with any other documents required to be submitted.

The Bid shall be sealed in a plainly marked package and clearly marked on the outside with the following information:

- a. Contractor's name, address, and phone number;
- b. Name of the Project for which the bid is being submitted; and
- c. Date and time of bid opening.

A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "Police Station Janitorial Services Program; Attn: City Clerk." A mailed Bid shall be addressed to:

Angela Birk  
City Clerk  
City of Jackson  
101 Court Street  
Jackson, Missouri 63755

Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

7. Modification and Withdrawal of Bid

A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder. If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the

manner specified and submit a new Bid prior to the date and time for the opening of Bids.

If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

8. Opening of Bids

Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders within fourteen (14) days after the opening of Bids.

9. Bids to Remain Subject to Acceptance

All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid prior to the end of this period.

10. Evaluation of Bids and Award of Contract

Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

If Owner awards the Contract for the Work, such award shall be to the responsible bidder submitting the lowest, best, and responsive bid. Award will be made on basis of Contractor's performance record on similar jobs and the ability of the Contractor to complete the work within the specified time. Owner reserves the right to award any combination of base bid and additive alternates. No bid will be awarded to any person, firm, or corporation that has been delinquent or unfaithful in any former contract with the Owner or who is a defaulter as surety or otherwise upon any obligation to the Owner.

In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award. In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents. Owner may conduct such investigations as deemed necessary by Owner to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

The Contract shall be deemed as having been awarded when a formal Notice of Award has been duly served upon the intended award of the contract (i.e., the bidder to whom the Owner contemplates awarding the contract) by some officer or agent of the Owner duly authorized to give such notice.

The Owner reserves the right to require the successful bidder to file proof of his ability to properly finance and execute the Project, together with his record of successful completion of similar Projects.



The Owner reserves the right to defer the acceptance of any proposal and the execution of a Contract for a period not exceeding 30 days after the date of opening of the bids.

The successful bidder to whom the Contract is awarded shall submit the necessary bonds, insurance certificates, signed contract documents, and other required documents as set forth by the contract documents after the date of Notice of Award and prior to the Notice to Proceed. Failure to provide any of the aforementioned items in a timely manner is not a reasonable justification for a contract time extension and may result in lost time and/or liquidated damages.

11. Sales and Use Taxes

Owner is exempt from Missouri State Sales and Use Taxes on materials and equipment to be incorporated in the Work (Exemption number will be made available by Owner). Said taxes shall not be included in the Bid.

12. Additional Requirements

Provisions to Terminate: Owner has right to terminate the contract for cause and for convenience, including the manner by which the termination will be affected and the basis for settlement.

Bid Protest Provision: The Owner's Attorney shall have the sole authority to decide all bidding disputes and protests prior to contract award. All protests, disputes and claims must be filed in writing with the Owner within 24 hours after the bids are opened. Failure to meet this deadline will result in denial of any protest, dispute or claim. The Owner's Attorney shall decide, in accordance with good administrative practice and sound business judgment, how the matter shall be resolved.

## BID FORM

### 1. Bid Recipient

This Bid is submitted to:

Angela Birk  
City Clerk  
City of Jackson  
101 Court Street  
Jackson, Missouri 63755

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### 2. Bidder's Acknowledgements

By signing and submitting a Bid Form, the Bidder acknowledges that Bidder understands and accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that the Bidder may agree to in writing upon request of Owner.

### 3. Bidder's Representations

In submitting this Bid, Bidder represents that:

- a. Bidder has verified it has completed the mandatory tour of the facility on the following date/time:

4/4/2024 2:00 p.m.

- b. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges the receipt of the following Addenda, if any (if no Addenda are issued, mark "N/A"):

Addendum No.	Addendum, Date
_____	_____
_____	_____
_____	_____

- c. Bidder has become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- d. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

- e. Bidder has carefully studied all Supplementary Conditions of the Bidding Documents and is aware of any special, uncommon, or any requirements beyond the general requirements and description of the Work.
- f. Bidder has considered the information known to Bidder itself information commonly known to contractors doing business in the locality of the Site and the Bidding Documents with respect to the effect of such information, observations, and documents on the cost, progress, and performance of the Work, the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, and Bidder's safety precautions and programs.
- g. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- h. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- i. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Owner is acceptable to Bidder.
- j. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- k. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

4. Bidder's Representations

By submitting this Bid Form, Bidder certifies that:

- a. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- b. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- c. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- d. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
  - i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

- ii. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
- iii. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and,
- iv. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

5. Basis of Bid

Bidder will complete the Work in accordance with the Contract Documents for the following price:

**MONTHLY BID ITEM**

A monthly price for furnishing all labor, equipment, materials, tools, and other incidental items for janitorial services at the Jackson Police Station.

\$ 120.<sup>00</sup> per person @ 1,440.<sup>00</sup> per month  
(figures)

we supply all equipment and cleaners  
(words)

6. List of Major Subcontractors

No Subcontractors are allowed for this project.



7. Bid Submittal Agreement

Bidder: Clean Slate cleaning Service

By: M. Chapman  
(signature)

Attest: \_\_\_\_\_  
(signature)

Megan Chapman  
(print)

\_\_\_\_\_  
(print)

Owner  
(title)

\_\_\_\_\_  
(title)

Note: If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.

Address for giving notices to Bidder:

PO Box 152 Cape Girardeau mo 63702

Phone: 573-587-4988

Email: meganh1226@yahoo.com

Contact: Megan Chapman

Bidder's License No.: 5246  
(if applicable)

10. Bidder's checklist

\_\_\_\_ List of personnel

\_\_\_\_ Statement of qualifications

\_\_\_\_ References

\_\_\_\_ Tour of facility (including the date/time)

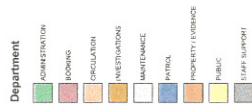
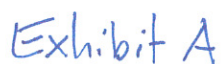






Exhibit B

# City of Jackson

## Jackson Police Department

202 W. Jackson Blvd.

Jackson, MO 63755

Office: 573-243-3151 Fax: 573-243-9797

We are looking for cleaning companies to come in and clean our new building located at 202 W, Jackson Blvd. The Building is approx. 18,000 sq ft which most of areas are either carpet, tile, or finished concrete.

We are needing the building cleaned at least three days a week (Monday, Wednesday, Friday) between hours of 0800-1600 so they will be allowed access to all parts of the building that needs cleaned.

The following is what needs to be done at least three days a week:

- Clean all floors by vacuuming, sweeping, and shampooing carpets when needed.
- Mop hard surface floors
- Dust and clean surfaces such as desks, counters, chairs, tables, filing cabinets, furniture, and all work areas
- Dust, clean, & sanitize telephones.
- Empty and wipe down all waste baskets.
- Remove smudges and marks around doorjambes, push plates, light switches, glass partitions & glass in high traffic areas, counters, and work areas
- Sanitize and polish all water fountains
- Restrooms: Thoroughly clean and mop with germicide. Clean mirrors, partitions, urinals, toilets, and sinks using disinfectant/detergents. Refill all soap and paper products (those will be provided by JPD)
- Remove soil on entrance doorframes, handles, glass & threshold
- Sweep surface of immediate exterior entry areas
- Leave offices and furniture in a neat orderly fashion
- Sweep & mop jail areas (need to be done at least once a week)
- All "white" boards need to be wiped down thoroughly if nothing is left written on them (weekly)
- Report any unusual occurrences, malfunctions, damage, or when running low on supplies.
- Every employee working in our building will have to be fingerprinted and be able to pass a criminal background check as well as be enrolled in Missouri RAP back program. They will also need to have to take yearly security awareness training via online.

Once a Month:

- All high areas in rooms checked and dusted for cobwebs as well as vents wiped down.
- Sweep & wet mop evidence areas

Note: Depending on trainings and things scheduled in certain areas, not all rooms will be cleaned on a regular basis, however they should still be checked and assessed each time cleaning crew is there. Also, we may require more than 3 times per week depending on situations, but will be able to provide notice for those occasions.

Cleaning Company will provide cleaning equipment and cleaning supplies. Our office will provide paper products, trash liners, and hand soap.