

**MISSOURI DEPARTMENT OF TRANSPORTATION
PROCUREMENT DEPARTMENT
600 NE COLBERN ROAD
LEE'S SUMMIT, MO 64086**

REQUEST NO.	KC-B15-005
DATE	October 23, 2014
PAGE NO.	1
NO. OF PAGES	18

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL <p align="center">November 19, 2014 at 1:00 PM CST</p> AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.	<p align="center">BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION</p> Submit net bid as cash discount stipulations will not be considered F.O.B. Destinations Locations as referenced in bid
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THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

BUYER:	Judy M. Franke, CPPB Sr. Procurement Agent	BUYER TELEPHONE:	816-347-4111
		BUYER EMAIL:	Judy.Franke@modot.mo.gov

SUPPLIES OR SERVICES

TRASH COLLECTION AND DISPOSAL SERVICES

To establish a contract to furnish trash collection and disposal services with an effective date of Notice to Proceed and ending November 30, 2015 in accordance with the following pages.

Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

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

It is the responsibility of the Bidder to access MoDOT's website in order to obtain any and all addenda(s) issued during the course of this RFB Process.

All questions regarding this RFB shall be submitted to the RFB Coordinator/Contact.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date: _____ Telephone No.: _____ Fax No.: _____ Federal I.D. No. _____ Email Address: _____ Is your firm MBE certified? <input type="checkbox"/> Yes <input type="checkbox"/> No Is your firm WBE certified? <input type="checkbox"/> Yes <input type="checkbox"/> No	Firm Name: _____ Address: _____ _____ By (Signature): _____ Type/Print Name _____ Title: _____
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1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request for Bid (RFB) seeks bids from qualified organizations to provide **trash collection and disposal services** located in various locations throughout a nine-county region for the Kansas City district with an effective contract period of Notice to Proceed through, November 30, 2015 to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be in a sealed envelope, be mailed or delivered by courier to the RFB Coordinator at the below listed address, on or before the date and time listed herein for receipt of bids/proposals. All questions regarding the RFB shall be submitted to the RFB Coordinator. **Bids must be returned to the office of the RFB Coordinator no later than 1:00 p.m., CST, November 19, 2014.**

RFB COORDINATOR:

Judy M. Franke, CPPB
Missouri Department of Transportation
Procurement Department
600 NE Colbern Road
Lee's Summit, MO 64086

PHONE: 816-347-4111

FAX: Sealed Bids (Fax Unavailable)

1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of trash collection and disposal services as set forth herein.

- 1.2.2 Organization: This RFB is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Bid Submission
- 4) Pricing Page(s)
- 5) Vendor Information and Preference Certification Form
- 6) Notice of Cooperative Purchasing
- 7) Anti-Collusion Statement
- 8) Annual Worker Eligibility Verification Affidavit
- 9) Terms and Conditions

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The contractor shall provide trash collection and disposal services for various Missouri Department of Transportation (MoDOT) Kansas City District locations located throughout a nine-county region in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT estimates, but does not guarantee, the purchase of the estimated quantities stated herein. MoDOT shall have the flexibility to request service be changed (with prior notice) to increase or decrease days needed for trash service retrieval and/or change in day of the week. For example, if services are shown to be needed only once per week rather than twice per week or vice versa, MoDOT reserves the right to request the appropriate change without incurring additional costs for the change in schedule, except for the additional charge for the increase in frequency and/or decrease in charges for less frequency that are normal cycle costs. If buildings close MoDOT reserves the right to cancel the service at that location and/or increase services for new location(s), as needed.
- 2.1.4 MoDOT reserves the right to obtain “like or similar” products as specified herein from other manufacturers, exclusive of the contract, when use of such products is deemed in the best interest of MoDOT.
- 2.1.5 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein. MoDOT will list the “CURRENT Frequency of Pickups”, but reserves the right to request changes as needed for size, type and number of trash containers required, and the number of trash pick-ups required per week and/or as needed, when needed. Prices will be adjusted as stated in section 2.1.3 above. **Environmental fees, fuel surcharges, rental fees, landfill taxes/ fees, minimum use charge, administrative fees, etc., MUST be included within the fixed monthly cost.** The vendor may submit suggested schedules as a separate attachment to the pricing page, with MoDOT having the final decision on an appropriate schedule per facility. All efforts will be made to accommodate the contractor’s routine scheduled routes for each area.
- 2.1.6 MoDOT reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- 2.1.7 This service is to be performed under the general supervision and direction of MoDOT and, if awarded any portion of the service, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the service, it being expressly understood that this solicitation is for completed services based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the services.
- 2.1.8 Within 30 calendar days after the bid opening date, a "Notice to Proceed" will be issued by MoDOT. The letter will specify the date or dates that the Contractor can begin services and will also include the completion date. These dates will be in accordance with the dates shown in the proposal.

2.2 Specific Requirements:

- 2.2.1 The contractor shall provide MoDOT trash collection and disposal services for various locations throughout the Kansas City District in accordance with the following.
- 2.2.2 The contractor shall provide trash collection services on days and at times mutually agreed upon by the contractor and each MoDOT facility during Monday through Friday. MoDOT will list the “CURRENT Day of Pickup” being utilized, but reserves the right to request changes as needed.

2.2.3 In the event the contractor cancels trash pickup in any single location, MoDOT will contact the next low bidder for the services. If the next low bidder cannot service that location, then the original contractor MUST subcontract the trash services until the end of the contract period. At the end of the contract period MoDOT will find an alternative contractor to assume that location's trash pickups.

2.2.4 Definition of Frequencies of Pickups:

- a. Daily – One Time Each Day
- b. Semi-Weekly – Occurring Twice a Week
- c. Weekly - One Time Each Week
- d. Semi-Monthly – Occurring Every Half-Month or Twice a Month
- e. Monthly – One Time Each Month
- f. On Call – Occurring When Customer Calls for Service

2.2.5 The contractor shall provide additional, unscheduled pickups on an as needed, if needed bases. MoDOT makes no specific guarantee of a minimum or maximum amount of additional, unscheduled pickups that may be required. Examples of unscheduled events causing excess trash might be such events as sporting events, building closures causing removal of obsolete items or roadway debris in an expedited fashion, etc.). When this occurs MoDOT will give the contractor 48-hour notice.

2.2.6 The contractor shall pickup all types of trash from the trash containers and removal of any loose garbage or trash including any pallets and/or cardboard boxes placed beside the trash containers.

2.2.7 The contractor shall keep all trash containers provided by the contractor in good mechanical, safe working condition and shall assist MoDOT in its effort to minimize visual obtrusiveness.

2.2.8 The contractor shall maintain a fifteen (15) foot perimeter around trash receptacles, keeping the area clean and free of trash.

2.2.9 The contractor shall agree to maximize sanitary conditions. The trash containers must be deodorized and disinfected at least one (1) time each month, either on site or by actual replacement at no additional charge to MoDOT.

- a. Failure of the contractor to maximize sanitary conditions may affect MoDOT's recommendation for payment by 25% of the total bill for that month of service.
- b. Each MoDOT facility will be responsible for inspections of the trash containers located at specified sites, to monitor compliance with this requirement.

2.3 Required Specifications:

2.3.1 The contractor shall collect all types of trash from the trash receptacles, with the exception of hazardous waste and any other items that are prohibited by law from being disposed of in landfills.

- a. The contractor must immediately notify MoDOT in the event that hazardous waste or items prohibited by law from being disposed of in landfills are found in the trash receptacles.

2.3.2 Disposal: The contractor must dispose of all collected trash in a manner consistent with all applicable rules, regulations, etc. promulgated by the Missouri Department of Natural Resources and Missouri Department of Health and Senior Services. For disposal outside of the State of Missouri, the contractor must dispose of all trash in a manner consistent with the rules and regulations of the appropriate regulatory agencies in those states.

- a. If trash is to be disposed of outside of the State of Missouri, the contractor must either (1) process the trash through a Transfer Station regulated by the Missouri Department of Natural Resources, or (2) dispose of the trash at a government regulated and approved facility.
- b. The **contractor shall be responsible for all permits, fees, and expenses related to the disposal of trash.**

2.4 Delivery Requirements:

2.4.1 The following delivery requirements shall apply:

- a. Unless otherwise specified on the solicitation documents or purchase order, contractors will only pickup between the hours of **8:00 a.m. to 3:00 p.m.**, Monday through Friday during the winter months (November – March) and **Monday through Thursday during the summer months (April – October) to accommodate the crews working four-ten hour days.** The majority of Kansas City’s facilities are fenced and gated after hours. No pickups will occur on Saturday, Sunday or state holidays.
- b. The following is a list of addresses for the current facility locations.

KANSAS CITY FACILITY LOCATIONS	
COUNTY	FACILITY LOCATION
CASS	Belton , 17321 S Peculiar Drive, Belton, MO 64012
	Harrisonville , 27821 S. State Route 7, Harrisonville, MO 64701
CLAY	Kearney , 301 W 92 Hwy., Kearney, MO 64060
	Skiles , 3800 Skiles Avenue, Kansas City, MO 64161
JACKSON	Independence , 910 N 291 Hwy., Independence, MO 64058
	Lee's Summit Maintenance , 3050 NE Independence Ave., Lee's Summit, MO 64064
	Lee's Summit District GS Garage , 2050 NE Independence Ave., Lee's Summit, MO 64064
	Lee's Summit District Office Complex , 2050 NE Independence Ave., Lee's Summit, MO 64064
	Motor Assist , 3503 East 18th Street, Kansas City, MO 64127
	Mulberry , 650 Mulberry Street, Kansas City, MO 64101
	Oak Grove , 301 S.E. 1st Street, Oak Grove, MO 64075
	Stadium Maintenance , 9109 E 40th Tr., Kansas City, MO 64133
	Stadium Traffic Department , 9109 E 40th Tr., Kansas City, MO 64133
	Truman Road RE Office , 908 E. Truman Road, Kansas City, MO 64106
JOHNSON	Knob Noster , 143 NE 23 Hwy., Knob Noster, MO 65336
	Warrensburg , 8 NE 375, Warrensburg, MO 64093
LAFAYETTE	Concordia , 601 N Main, Concordia, MO 64020
	Odessa , 7353 Outer Road, Odessa, MO 64076
PETTIS	Sedalia , 2200 South Limit, Sedalia, MO 65301
PLATTE	Nashua , 1910 NW Cookingham, Kansas City, MO 64155
	Northmoor , 5248 Waukomas Drive, Kansas City, MO 64151
	Platte City Maintenance , 16105 Elm Grove Road, Platte City, MO 64079
	Platte City I-29 Truck Parking , Mile Marker 24, Platte City, MO 64079
RAY	Richmond , 42896 Old Hwy. 10, Richmond, MO 64085
SALINE	Marshall , 1595 W Arrow, Marshall, MO 65340
	Marshall JCT. Facility , 13322 Jewel Ave., Marshall, MO 65340 (RT. 65 - 1.5 MILES N. OF I-70)

c. The following holidays will be observed by the department:

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

2.5 Contract/Purchase Order:

2.5.1 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification

2.6 Invoicing and Payment Requirements:

2.6.1 The contractor shall submit an **itemized monthly** invoice to:

Missouri Department of Transportation
 Accounts Payable
 600 NE Colbern Road
 Lee's Summit, MO 64086

Electronic Invoicing is preferred; you may submit your invoices to:
KCAP@modot.mo.gov

2.6.2 Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

2.6.3 The contractor shall understand and agree MoDOT reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input ACH/EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's Vendor Payment Website to enable the

contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFB.

- 2.6.4 The contractor shall be paid in accordance with the firm, fixed monthly price stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT. **Environmental fees, fuel surcharges, rental fees, landfill taxes/fees, etc., MUST be included within the fixed monthly cost listed on the pricing page.**
- 2.6.5 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.6.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The MHTC shall not make any advance deposits.
- 2.6.7 The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the contractor's expense.

2.7 Other Contractual Requirements:

- 2.7.1 **Contract Period** - The contract shall commence from the date of Notice to Proceed until November 30, 2015 with up to **three (3) one-year renewal option periods**, or any portion therein. If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.
- 2.7.2 **Renewal Periods** - If the option for renewal is exercised by MoDOT, the contractor shall agree that the percentages for the renewal period shall not exceed the maximum percentage for the applicable renewal period stated herein.
- a. If renewal percentages are not provided, the prices during renewal periods shall be the same as during the original contract period.
 - b. MoDOT does not automatically exercise its option for renewal based upon the maximum percentage of increase without documented justification supporting an increase, and reserves the right to offer or to request renewal of the contract at a percentage less than the maximum percentage stated.
 - c. In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.
- 2.7.3 **Escalation Clause** - In the event the contractor requests a price increase during the contract period, either the original contract period or any contract renewal period, the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.
- a. No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract renewal period.
 - b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.
- 2.7.4 **Inspection and Acceptance**: MoDOT reserves the right to inspect the material at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.

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

2.7.5 **Insurance Requirements:** The bidder is directed to the “*Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions*” attached to the bid documents, regarding the amount and types of insurance certificates required to be submitted by the contractor.

3. BID SUBMISSION

3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope/package clearly marked “trash collection and disposal services”.
- 3.1.2 All bids must be received at the office of the RFB Coordinator as outlined in Section 1. “INTRODUCTION AND GENERAL INFORMATION”.
- 3.1.3 The bidder may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the date and time specified for the opening of bids.
- 3.1.4 **Open Competition / Request For Bid Document:**

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by

bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

- 3.1.5 Bid Review: Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid per location.
- 3.1.6 Cost Determination: The low bid shall be determined by each location and the best price for the frequency needed by that location for the original contract period.
- 3.1.7 Contract Award: The contract will be awarded to the lowest responsive bidder determined as specified above.
 - a. Award of this bid will be made on an “Item by Item” basis using the “lowest and best” principle of award.
 - b. Notification of award shall be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.

4. PRICING PAGE

The bidder shall provide a firm, fixed price in the table below for the original contract period for providing the services in accordance with the provisions and requirements of this RFB. Sign where indicated below and return with all required solicitation documents. The vendor may submit suggested schedules as a separate attachment to the pricing page, with MoDOT having the final decision on an appropriate schedule per facility. All efforts will be made to accommodate the contractor’s routine scheduled routes for said area.

MONTHLY CHARGE for SPECIFIC FREQUENCY

ITEM(S) / LOCATION(S)	COUNTY	CY	QTY	FREQUENCY	SEMI-WEEKLY	WEEKLY	ON CALL	
BELTON	CASS	40	1	On Call				
HARRISONVILLE		40	1	On Call				
KEARNEY	CLAY	40	1	On Call				
SKILES		40	1	On Call				
INDEPENDENCE Maintenance	JACKSON	40	1	On Call				
INDEPENDENCE Sweeping, As Needed		20	1	On Call				
LEE’S SUMMIT Maintenance 3050 Independence		40	1	On Call				
LEE’S SUMMIT District OFFICE COMPLEX 2050 Independence TUESDAY / FRIDAY		8	1	Semi-Weekly				
LEE’S SUMMIT District GS GARAGE 2050 Independence TUESDAY / FRIDAY		8	1	Semi-Weekly				
MOTORIST ASSIST 3503 E. 18 th Street		20	1	On Call				
MULBERRY Maintenance		40	1	On Call				
MULBERRY Sweeping, As Needed		20	1	On Call				
OAK GROVE MAINTENANCE LOT		40	1	On Call				
STADIUM Maintenance, 9101 E. 40 th Terrace		40	1	On Call				
STADIUM Traffic Department 9101 E. 40 th Terrace		40	1	On Call				
STADIUM Sweeping, As Needed		20	1	On Call				
TRUMAN ROAD RE OFFICE 908 E. Truman Rd.		4	1	Weekly				
KNOB NOSTER		JOHNSON	40	1	On Call			
WARRENSBURG			40	1	On Call			
CONCORDIA	LAFAYETTE	40	1	On Call				
ODESSA		40	1	On Call				
SEDALIA	PETTIS	40	1	On Call				
NASHUA	PLATTE	40	1	On Call				
NORTHMOOR		40	1	On Call				
PLATTE CITY Maintenance		40	1	On Call				
PLATTE CITY Truck Parking I-29 at Mile Marker 24		4	1	Weekly				
RICHMOND	RAY	40	1	On Call				
MARSHALL	SALINE	40	1	On Call				
MARSHALL JUNCTION BLDG.		40	1	On Call				

4.2 Renewal Periods: The bidder shall provide below the maximum percentage of increase or decrease for the renewal periods. The percentage shall be computed against the **original contract period prices** for each renewal period. If a renewal percentage is not provided, the prices for the renewal periods shall be the same as the original contract period.

- 1st Renewal Period** _____% of maximum increase and/or _____% of maximum decrease.
- 2nd Renewal Period** _____% of maximum increase and/or _____% of maximum decrease.
- 3rd Renewal Period** _____% of maximum increase and/or _____% of maximum decrease.

Name of the Bidder’s Firm

Signature of Authorized Representative

Date Signed

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:									
Printed Name of Responsible Officer or Employee:	Signature:									
For Corporations - State in which incorporated:	For Others - State of domicile:									
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business: If additional space is required, please attach an additional sheet and identify it as <u>Addresses of Missouri Offices or Places of Business.</u>										
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (<u>M/WBE</u>) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 33%;"><u>M/WBE Name</u></th> <th style="text-align: center; width: 33%;"><u>Percentage of Contract</u></th> <th style="text-align: center; width: 33%;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table> If additional space is required, please attach an additional sheet and identify it as <u>M/WBE Information</u>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>	_____	_____	_____	_____	_____	_____
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								
_____	_____	_____								
_____	_____	_____								

Preference Certification

All bidders must furnish ALL applicable information requested below

<u>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</u> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <u>not</u> manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced
If additional space is required, please attach an additional sheet and identify it as <u>Location Products are Manufactured or Produced.</u>	
<u>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</u> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria: Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. Service-Disabled Veteran Business is defined as a business concern: <ol style="list-style-type: none"> a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and b. The management and daily business operations of which are controlled by one or more service-disabled veterans. 	
<u>Veteran Information</u>	<u>Business Information</u>
_____	_____
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
_____	_____
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

NOTICE OF COOPERATIVE PURCHASING

MODOT IS INTERESTED IN ASSISTING MISSOURI GOVERNMENTAL ENTITIES, ETC. IN PURCHASING EQUIPMENT, VARIOUS MATERIALS, AND SUPPLIES THAT MEET THE MISSOURI DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.

Each bidder is asked to indicate below whether they would be willing to offer **(TRASH COLLECTION and DISPOSAL SERVICES)** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to MoDOT.

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

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

YES _____ NO _____

If the price varies throughout the state on MoDOT bids because of different delivery destinations, please indicate the price F.O.B. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

E-MAIL _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

ANTI-COLLUSION STATEMENT

STATE OF _____)

) **SS.**

COUNTY OF _____)

_____ being first

duly sworn, deposes and says that he is _____
Title of Person Signing

of _____

Name of Bidder

that all statements made and facts set out in the bid for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By _____

By _____

By _____

Sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires _____

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

(For joint ventures, a separate affidavit is required for each business entity)

Exhibit A

STATE OF _____)
) ss
COUNTY OF _____)

On the ____ day of _____, 20____, before me appeared _____, personally
Affiant name
known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who
being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the _____ of _____, and I am duly authorized,
title business name
directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

Notary Public

My commission expires:

[Documentation of enrollment/participation in a federal work authorization program to be attached]

Missouri Highways and Transportation Commission

Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*)
- b. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors providing services within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order:

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled “**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**” must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

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

Status of Independent Contractor

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MHTC. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MHTC and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Prohibition of Employment of Unauthorized Aliens:

- a. **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
 - 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/qc_1185221678150.shtm
 - 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as **Exhibit A**.
- b. **Proof of Lawful Presence for Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as **Exhibit B**.

Permits, Licenses and Safety Issues

The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.

Delivery – Additional Requirements

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 24 hours prior to the placement of the first collection unit.
- b. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day
- c. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

Temporary Suspension of Work

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to MoDOT or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If MoDOT suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. MoDOT may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.