

**BID FORM**

MISSOURI DEPARTMENT OF TRANSPORTATION

GENERAL SERVICES

830 MoDOT DRIVE – P.O. BOX 270

JEFFERSON CITY, MO 65102

REQUEST NO. 5-161018LK

DATE October 3, 2016

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL  
BE RECEIVED AT THIS OFFICE UNTIL**2:00 p.m., Central Time, October 19, 2016**AND THEN PUBLICLY OPENED AND READ FOR FURNISHING  
THE FOLLOWING SUPPLIES OR SERVICES.**BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF  
TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered

Various Locations

DEFINITE DELIVERY DATE MUST BE SHOWN. SIGN AND RETURN BEFORE TIME SET FOR OPENING.

BUYER: Leann Kottwitz

BUYER TELEPHONE: 573-751-3685

**SUPPLIES OR SERVICES**Contract to furnish " **Chainsaw: Safety, Preventative  
Maintenance & Operation Training** " with an  
effective date of Date of Award and ending October 31,  
2017, with four (4) one-year renewal options.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

Date:

Telephone No.:

Fax No.:

Email Address:

Firm Name:

Address:

By (Signature):

Type/Print Name

# 1. INTRODUCTION AND GENERAL INFORMATION

## 1.1 Introduction

1.1.1 This Request for Bid seeks bids from qualified organizations to provide all necessary training to which a person can safely operate and maintain a chainsaw during operations involving the use of a chainsaw and/or related equipment. The effective service period is date of award through October 31, 2017, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), (hereinafter referred to as MoDOT). Each bid must be mailed in a sealed envelope to Ms. Leann Kottwitz, General Services Procurement Unit, 830 MoDOT Drive, P.O. Box 270, Jefferson City, Mo 65109, or hand-delivered in a sealed envelope to the General Services Procurement Office in the Highway and Transportation Building at 830 MoDOT Drive, Jefferson City, Missouri. All questions regarding the RFB shall be submitted to Ms. Leann Kottwitz. Bids should be returned to the office of Ms. Leann Kottwitz, no later than **2:00 p.m., central time, October 18, 2016.**

**RFB Coordinator:**

**Ms. Leann Kottwitz,--Sr. General Services Specialist  
Missouri Department of Transportation  
830 MoDOT Drive  
P.O. Box 270  
Jefferson City, MO 65102  
PHONE: 573-751-3685  
FAX: 573-526-1218**

**MHTC reserves the right to reject any and all bids for any reason whatsoever.**

**NOTE: The bidder must SIGN and RETURN this page with the bid.**

### BID

- (1) The bidder shall provide firm, fixed prices to MHTC as stated on the PRICING PAGES in accordance with the terms of this Request for Bid.
- (2) The bidder agrees to provide the services specified herein at the firm, fixed price stated on the Pricing Pages, under the terms of this Request for Bid.

Authorized Signature of Bidder:

\_\_\_\_\_  
Date of Bid:

\_\_\_\_\_  
Printed or Typed Name:

\_\_\_\_\_  
Mailing Address:

\_\_\_\_\_  
City:

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Electronic Mail Address: \_\_\_\_\_  
\_\_\_\_\_

## **1.2 General Information:**

1.2.1 This document constitutes a request for competitive, sealed bids to provide all necessary training to which a person can safely operate and maintain a chainsaw during operations involving the use of a chainsaw and/or related equipment.

1.2.2 Organization – This document, referred to as a Request for Bid (RFB), is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Bid Submission
- 4) Pricing Pages
- 5) Terms and Conditions

### **NOTE TO RESPONDENT:**

1.2.3 The Agreement between MHTC and the bidder shall consist of: the RFB in its entirety and any written amendments thereto, the bidder's response to the RFB and purchase order. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the bidder's response. The bidder is cautioned that its response shall be subject to acceptance by MHTC without further clarification.

*[Remainder of Page Intentionally Left Blank]*

## 2. SCOPE OF WORK

### 2.1 General Requirements:

- 2.1.1 The **successful** bidder(s) shall provide Chainsaw: Safety, Preventative Maintenance & Operation Training for MoDOT employees in accordance with the requirements and provisions specified herein. Unless otherwise stated, the bidder(s) shall not deviate from the requirements specified herein.
- 2.1.2 The successful bidder(s) shall perform all necessary training to which a person can safely operate and maintain a chainsaw during operations involving the use of a chainsaw and/or related equipment on an as needed, if needed basis and to the sole satisfaction of MoDOT.
- 2.1.3 The successful bidder(s) shall coordinate all services with MoDOT's designated representative.

### 2.2 Specific Requirements:

2.2.1 The successful bidder(s) shall perform Chainsaw: Safety, Preventative Maintenance & Operation Training for MoDOT's employees who are located in various regions throughout the State of Missouri. Training will consist of but is not limited to include classroom and/or hands on demonstration of all of the following at the discretion of the needs of the department:

➤ **Safety Training:**

- Required and/or recommended use of Personal Protective Equipment (PPE).
  - MoDOT required PPE consist of hard hat, safety vest, safety goggles and chainsaw chaps;
  - Safe work area for the operator and crew members;
- Preventative Maintenance of the chainsaw and/or any additional related equipment;
- Proper procedure for trimming of brush;
- Proper procedure for Tree limb removal, whether from the ground or from an elevated surface such as a bucket truck;
- Proper procedure for Full tree removal.

➤ **Location of Training:**

- MoDOT will provide the location to conduct training in a classroom setting and/or in the field for hands on demonstrations at the discretion of the needs of the department.

➤ **Length of Training will consist of but is not limited to:**

- 4 hours to a total of 8hrs per day up to 4 days.

2.2.2 The vendor may be required to provide the proper equipment to conduct the necessary training stated above, unless other arrangements are made with MODOT, at the discretion of the department.

### 2.3 Additional Requirements:

- 2.3.1 The successful bidder(s) shall consult with MoDOT regarding any issues/problems involved with the administration of the services specified herein.

- 2.3.2 The successful bidder(s) shall understand and agree that MoDOT shall at all times have the right to audit any and all records pertaining to the services specified herein.

**2.4 Invoicing and Payment Requirements:**

- 2.4.1 The successful bidder(s) shall be paid in accordance with the applicable prices specified on the Pricing Page of this document for all services performed satisfactorily, and in accordance with the requirements specified herein.

**2.5 Other Service Requirements:**

- 2.5.1 **Service Period:** The original service period shall be from the date of award to October 31, 2017. The award shall not bind, nor purport to bind, MoDOT for any commitment in excess of the original service period. MoDOT shall have the right, at its sole option, to renew the award for four (4) additional one-year periods, or any portion thereof. In the event MoDOT exercises such right, all terms and conditions, requirements and specifications of the original service period shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

- 2.5.2 **Renewal Periods:** If the option for renewal is exercised by MoDOT, the successful bidder shall agree that the prices stated in the original service period shall not be increased in excess of the maximum price for the applicable renewal period stated on the Pricing Page of the RFB.

- a. If renewal prices are not provided then prices during renewal periods shall be the same as during the original service period.
- b. MoDOT does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.

**3. BID SUBMISSION**

**3.1 Bid Submission Information:**

- 3.1.1 All bids must be received in a sealed envelope clearly marked "Chainsaw: Safety, Preventative Maintenance & Operation Training".

- 3.1.2 The original of your sealed bid must be received on or before 2:00 p.m., local time, October 18, 2016, at the office of:

The Missouri Department of Transportation  
General Services – Procurement Division  
Attn: Leann Kottwitz  
P.O. Box 270, Jefferson City, MO 65102  
830 MoDOT Drive, Jefferson City, MO 65109

- 3.1.3 MoDOT intends to award for one (1) year with four (4) potential renewal periods, with multiple bidders located throughout the state to provide Chainsaw: Safety, Preventative Maintenance & Operation Training.

### 3.2 Award and Use of Services:

- 3.2.1 Awards shall be based on the bidder meeting the minimum requirements published in this document. However, the right is reserved to reject any and all pricing submittals on the best interest of MoDOT.
- 3.2.2 MoDOT does not guarantee that an award will result in MoDOT using the services provided under this bid.
- 3.2.3 Use of bidder services will be determined by the geographical proximity of the participants work address to the bidder's business location, as follows:
  - a. The bidder with a business site closest to the participants' place of work will receive the purchase order to provide the specified services. If the bidder cannot provide the listed services within the time period specified by the MHTC, the bidder with the next closest geographic proximity to the participants' work address and will receive the purchase order. This selection process will continue until an available service provider is located.
  - b. In the event there are two (2) or more bidders within the same distance from the applicant's office address, using direct line on map then the decision on which bidder will be chosen to provide the services shall reside with MoDOT's program designee.

*[Remainder of Page Intentionally Left Blank]*

#### 4. PRICING PAGE

- 4.1 The bidder shall provide firm, fixed, prices for the original service period and maximum prices for the renewal periods in the tables below for services provided in accordance with the provisions and requirements specified herein.

Line Item #	Description	Original Service Period, Firm, Fixed Prices
1		\$ _____ <i>Firm, Fixed Price, per participant</i>

Line Item #	Description	1 <sup>st</sup> Renewal Period, Maximum Prices
1		\$ _____ <i>Maximum Price, per participant</i>

Line Item #	Description	2 <sup>nd</sup> Renewal Period, Maximum Prices
1		\$ _____ <i>Maximum Price, per participant</i>

Line Item #	Description	3 <sup>rd</sup> Renewal Period, Maximum Prices
1		\$ _____ <i>Maximum Price, per participant</i>

Line Item #	Description	4 <sup>th</sup> Renewal Period, Maximum Prices
1		\$ _____ <i>Maximum Price, per participant</i>

**PRICING PAGE, continued**

4.1 The bidder shall **circle** below which District(s) the bidder's services are being proposed. Districts are identified on Attachment B – "County Listing by District".

Northwest District	Northeast District	Kansas City District	Central District	St. Louis District	Southwest District	Southeast District
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**FIRM**  
**NAME:** \_\_\_\_\_

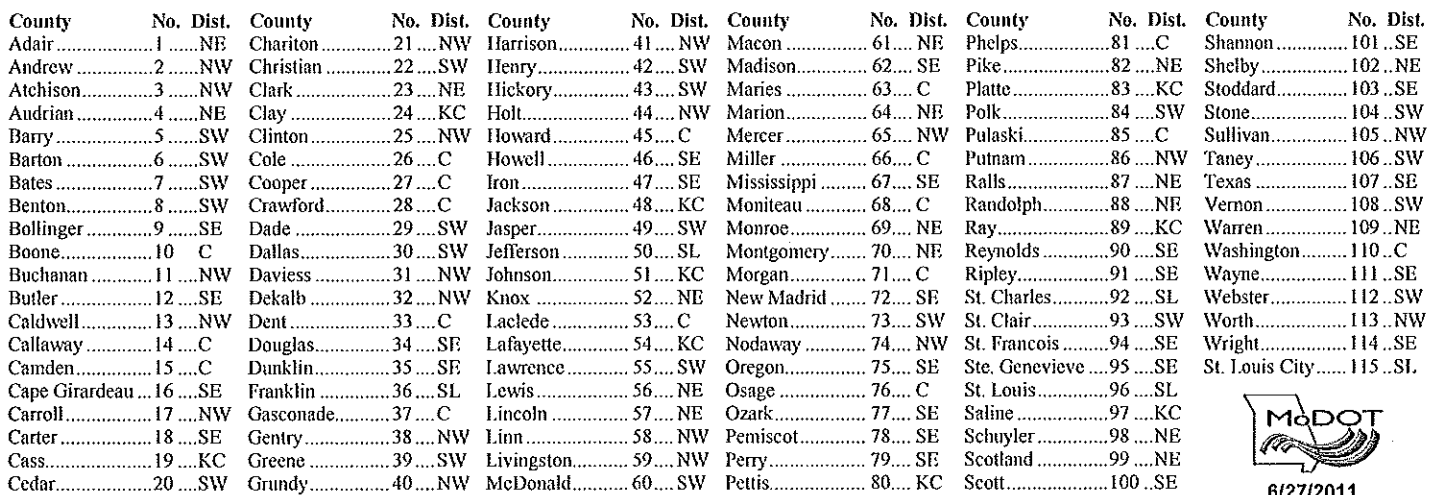
**ADDRESS:** \_\_\_\_\_

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

**Authorized Signature of Bidder:** \_\_\_\_\_

**Printed or Typed Name:** \_\_\_\_\_





ATTACHMENT A  
Missouri Highways and Transportation Commission  
Standard Bid/Proposal 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 (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

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

**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.

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

**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.

**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/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_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.