



MISSOURI DEPARTMENT OF TRANSPORTATION
BID GUIDELINES AND DOCUMENTATION

THIS IS NOT AN ORDER

REQUEST FOR BID

*****THIS DOCUMENT MUST BE RETURNED AS A SEALED BID*****

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: JUNE 24, 2013	BID DUE BY (DATE AND TIME): JULY 8, 2013 BY 1:00 PM CST	F.O.B. REQUIREMENTS: DESTINATION (SEE COUNTIES LISTED BELOW)
CONTRACT PERIOD: DATE OF AWARD THROUGH JUNE 30, 2014	BID #: KC-B13-018 THIS BID # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE. ***SEALED BID***	BUYER NAME: TONI TERRY SR. GENERAL SERVICES TECHNICIAN 816-347-4112 TONI.TERRY@MODOT.MO.GOV
District Mailing Address: Missouri Department of Transportation Procurement Division – Kansas City District 600 NE Colbern Road Lee's Summit, MO 64086		Project Location(s): KANSAS CITY DISTRICT COUNTIES

On Call Tree Trimming, Tree Removal and Stump Grinding Services

This Request For Bid is to establish pricing for counties in the Kansas City District for On Call Tree Trimming, Tree Removal and Stump Grinding Services on an as needed basis. The contract period would be from Date of Award through June 30, 2014. The Missouri Department of Transportation may elect to renew this contract. The decision will require mutual written consent between MoDOT and the awarded vendor(s).

Scope of Work

- The contractor would be required to completely remove all brush, wood, and any other debris from the project site. After removal from the project site, all brush, wood, and any other debris become the property and responsibility of the contractor. MoDOT will not be responsible for the clean-up, hauling or removal of any brush, wood, or other debris. In the event it is necessary to fall any trees or branches across the roadway, the contractor shall take steps to ensure road closures will be kept to a minimum and to work on the roadside or in one lane only the majority of the time to minimize the impact on travelers in the project area (see traffic control paragraph below).
- The contractor will be required to remove and/or top the tree(s) as directed, by cutting the tree(s) down to, or just below ground level to allow for the area to be mowed over if necessary in the future. Stump(s) must be grind no less than 6 inches below ground level. The contractor must have a stump grinder. At the completion of the grinding process, the contractor will be required to fill the hole to ground level with dirt. MoDOT will then be responsible for re-seeding grass in the work area.
- MoDOT will set up any necessary work zones and shall provide any required traffic control between the hours of 8:00 AM and 2:30 PM, with at least 48 hours notice prior to beginning any work. Work shall be performed in daylight hours **only**, Monday through Friday, excluding state holidays. No work will be performed outside of scheduled MoDOT work hours, nor shall overtime be accrued by MoDOT staff.
- The contractor must provide all tools, supplies, equipment, vehicles, and will be responsible for all costs (permits, licenses, compost site fees, etc.) incidental to the project. A permit from MoDOT Right of Way will not be required.

- The contractor must ensure that all employees working on state roadway and right of way wear appropriate personal protective equipment including, as a minimum, steel-toed boots and reflective safety vest. The contractor will comply with any local laws involving safety in the prosecution of this work and will be responsible for coordinating all activities with any utility companies whose facilities (water, gas, power lines, etc.) may be affected during this work, in addition to, coordinate work with the MoDOT representative.
- Upon notification of project, the contractor must perform the work in a diligent and consistent manner, as to ensure completion with the schedule of the requesting superintendent of that county as to not burden MoDOT staff.
- The hourly rate will begin at project location at an agreed starting time between contractor and MoDOT representative.
- If the project is not completed or delayed due to weather or contractor's decision, only actual hours worked will be paid.
- The tree trimming/tree removal per county will vary due to the amount of right of way and clear zone that is needed. The superintendent of that county will set the specifications.
- A work order will be supplied on an as needed basis that will be mutually agreed on by the awarded vendor and superintendent of that county. A MoDOT representative will inspect the ongoing project until completion.
- It will be necessary for a representative of the Missouri Department of Transportation to be present prior to the start of any project to assess any safety issues, which could cause a road closure or damage to any public or private property adjoining MoDOT property.
- If low bidder is unavailable for routine services within the allotted time allowed by contract (5 business days), then MoDOT reserves the right to go to the next low bidder for that project.
- MoDOT reserves the right in an emergency (storm damage, flood, wind, ice, etc.) due to public safety for the low bidder to be available for an emergency call out and be able to respond on site within 2-hours, or if not available, will go to the next low bidder.

Bid Award and Payment:

- Award of this bid will be made on a "Multi Award - Item by Item" basis using the "lowest and best" principle of award.
- Payment will be made when the work at the project site is completed to the satisfaction of the MoDOT contact or their designated representative.
- Upon notification of award, the contractor will need to provide a copy of his/her **Certificate of Liability insurance showing required coverage, along with the E-Verify documentation, per the Terms and Conditions.** The contractor's inability to provide this documentation will result in his/her bid being rejected. MoDOT shall be listed as a "Certificate Holder" on the Certificate of Liability insurance with the following mailing address: Missouri Department of Transportation, Kansas City Procurement Division, 600 NE Colbern Road, Lee's Summit, MO 64086.
- Notification of award will 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.

PRICING PAGE (KC-B13-018)

Contract Award: Award of this bid will be made on a “Multi-Award - Item by Item” basis using the “lowest and best” principle of award. 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.

SUBMIT PRICE PER HOUR ONLY ON THOSE COUNTIES YOU CAN SERVICE.

Vendor Company Name:			
Company Address:			
Phone Number:			
Hours of Operation:			
Lead Time Needed when Order is Placed:			
COUNTY	ITEM	DESCRIPTION	PRICE
CASS	Item 001	General Foreperson	\$
	Item 002	Grounds Person	
	Item 003	Aerial Lift, Truck Mounted, Min. 50' Height (with dump body chipper box or separate dump body chipper truck.	
	Item 004	Brush Chipper, Trailer Mounted, Drum or Disk, 12" Min. Cap.	
	Item 005	Dump Body Truck (Minimum 18 Cu. Yd. Capacity) Capable of Hauling Brush and Logs.	
	Item 006	Stump Grinder and Truck (Min. 18" Grinding Depth).	
CLAY	Item 007	General Foreperson	\$
	Item 008	Grounds Person	
	Item 009	Aerial Lift, Truck Mounted, Min. 50' Height (with dump body chipper box or separate dump body chipper truck.	
	Item 010	Brush Chipper, Trailer Mounted, Drum or Disk, 12" Min. Cap.	
	Item 011	Dump Body Truck (Minimum 18 Cu. Yd. Capacity) Capable of Hauling Brush and Logs.	
	Item 012	Stump Grinder and Truck (Min. 18" Grinding Depth).	
JACKSON	Item 013	General Foreperson	\$
	Item 014	Grounds Person	
	Item 015	Aerial Lift, Truck Mounted, Min. 50' Height (with dump body chipper box or separate dump body chipper truck.	
	Item 016	Brush Chipper, Trailer Mounted, Drum or Disk, 12" Min. Cap.	
	Item 017	Dump Body Truck (Minimum 18 Cu. Yd. Capacity) Capable of Hauling Brush and Logs.	
	Item 018	Stump Grinder and Truck (Min. 18" Grinding Depth).	
JOHNSON	Item 019	General Foreperson	\$
	Item 020	Grounds Person	
	Item 021	Aerial Lift, Truck Mounted, Min. 50' Height (with dump body chipper box or separate dump body chipper truck.	
	Item 022	Brush Chipper, Trailer Mounted, Drum or Disk, 12" Min. Cap.	
	Item 023	Dump Body Truck (Minimum 18 Cu. Yd. Capacity) Capable of Hauling Brush and Logs.	

	Item 024	Stump Grinder and Truck (Min. 18" Grinding Depth).	\$
LAFAYETTE	Item 025	General Foreperson	\$
	Item 026	Grounds Person	
	Item 027	Aerial Lift, Truck Mounted, Min. 50' Height (with dump body chipper box or separate dump body chipper truck.	
	Item 028	Brush Chipper, Trailer Mounted, Drum or Disk, 12" Min. Cap.	
	Item 029	Dump Body Truck (Minimum 18 Cu. Yd. Capacity) Capable of Hauling Brush and Logs.	
	Item 030	Stump Grinder and Truck (Min. 18" Grinding Depth).	
PETTIS	Item 031	General Foreperson	\$
	Item 032	Grounds Person	
	Item 033	Aerial Lift, Truck Mounted, Min. 50' Height (with dump body chipper box or separate dump body chipper truck.	
	Item 034	Brush Chipper, Trailer Mounted, Drum or Disk, 12" Min. Cap.	
	Item 035	Dump Body Truck (Minimum 18 Cu. Yd. Capacity) Capable of Hauling Brush and Logs.	
	Item 036	Stump Grinder and Truck (Min. 18" Grinding Depth).	
PLATTE	Item 037	General Foreperson	\$
	Item 038	Grounds Person	
	Item 039	Aerial Lift, Truck Mounted, Min. 50' Height (with dump body chipper box or separate dump body chipper truck.	
	Item 040	Brush Chipper, Trailer Mounted, Drum or Disk, 12" Min. Cap.	
	Item 041	Dump Body Truck (Minimum 18 Cu. Yd. Capacity) Capable of Hauling Brush and Logs.	
	Item 042	Stump Grinder and Truck (Min. 18" Grinding Depth).	
RAY	Item 043	General Foreperson	\$
	Item 044	Grounds Person	
	Item 045	Aerial Lift, Truck Mounted, Min. 50' Height (with dump body chipper box or separate dump body chipper truck.	
	Item 046	Brush Chipper, Trailer Mounted, Drum or Disk, 12" Min. Cap.	
	Item 047	Dump Body Truck (Minimum 18 Cu. Yd. Capacity) Capable of Hauling Brush and Logs.	\$
	Item 048	Stump Grinder and Truck (Min. 18" Grinding Depth).	
SALINE	Item 049	General Foreperson	\$
	Item 050	Grounds Person	
	Item 051	Aerial Lift, Truck Mounted, Min. 50' Height (with dump body chipper box or separate dump body chipper truck.	
	Item 052	Brush Chipper, Trailer Mounted, Drum or Disk, 12" Min. Cap.	
	Item 053	Dump Body Truck (Minimum 18 Cu. Yd. Capacity) Capable of Hauling Brush and Logs.	
	Item 054	Stump Grinder and Truck (Min. 18" Grinding Depth).	

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.

VENDOR NOTES

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 **Addresses of Missouri Offices or Places of Business.***

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>
_____	_____	_____
_____	_____	_____

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

Preference Certification

All bidders must furnish **ALL** applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** 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 **Location Products are Manufactured or Produced.***

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: 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:

- 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
- The management and daily business operations of which are controlled by one or more service-disabled veterans.

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service Disabled Veteran Business

SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a

() sole individual

() partnership

() joint venture

() corporation, incorporated under laws of state of _____

Dated _____.

Name of individual, all partners,
or joint ventures:

Address of each:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

doing business under the name of:

Address of principal place of business in Missouri

(If using a fictitious name, show
this name above in addition
to legal names)

(If a corporation, show its name above)

ATTEST: (SEAL)

_____ Secretary	_____ Title
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(NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of

State, as required by Sections 417.200 to 417.230, RS Mo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the Standard specifications, Sec 102.6.6 and 102.6.7.

COOPERATIVE AGREEMENT NOTICE

The Department is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials and supplies that meet the Highway and Transportation Department specifications.

Each bidder is asked to indicate below whether they would be willing to offer **(On Call Tree Trimming, Tree Removal and Stump Grinding Services)** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department 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 **(On Call Tree Trimming, Tree Removal and Stump Grinding Services)** meeting the Department 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 Department 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 _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

(Each vendor should complete the appropriate sections of their form and submit with their bid.)

Exhibit A
ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On the ____ day of _____, 20____, before me appeared _____,
Affiant name
personally 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
title business name
authorized, 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 attached]

Exhibit B
APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP
(a separate affidavit is required for each owner and general partner)

STATE OF _____)
) ss
COUNTY OF _____)

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

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the _____ of _____, which is applying for a public benefit
owner or partner business name
(grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

☐ a United States citizen. ☐ an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

Affiant Signature

Affiant's Social Security Number or
Applicable Federal Identification Number

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires:

**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.

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

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.

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

SPECIAL TERMS AND CONDITIONS

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
 - 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

Construction Safety Program

Missouri law, 292.675 RSMo, requires the awarded Contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The Contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMo, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include Contractor forfeiture to the Commission in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMo.

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.