

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES – PROCUREMENT
2309 Barrett Station Road
Ballwin, MO 63021

REQUEST NO.	SL14-092-R7
DATE	February 27, 2014
PAGE NO.	1
NO. OF PGS.	21

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS
WILL BE RECEIVED AT THIS OFFICE UNTIL

10:00 A.M., CT. March 19, 2014

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

FOB Destination:

MoDOT STL District Office Transportation Mgmt Ctr
1590 Woodlake Drive 14301 South Outer 40 Rd
Chesterfield, MO 63017 Chesterfield, MO 63017

BUYER:	Stephanie Austin Rashid, CPPB General Services Specialist	MoDOT web site: http://www.modot.mo.gov/business/contractor_resources/Commodities.htm
BUYER EMAIL:	Stephanie.AustinRashid@modot.mo.gov	BUYER TELEPHONE: (314) 301-1439

Description

This solicitation seeks bids from qualified companies who can provide grounds maintenance services to MoDOT St. Louis District Office and Transportation Management Center. All work shall be in accordance with MoDOT Scope of Work in Section 2 of this bid document. All bids shall include all applicable cost of service and materials to include all labor, parts, materials, equipment usage, transportation fees, etc.

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.

CONTRACT PERIOD: APRIL 1, 2014-DECEMBER 31, 2014

Note to Respondent: A vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name, vendors MUST submit a bid/proposal that correctly and accurately identifies the company name that is registered to do business in the State of Missouri. The Missouri Department of Transportation reserves the right to reject any or all bids, and to accept or reject any items thereon and to waive technicalities. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

(SEE ATTACHMENTS FOR CONDITIONS AND INSTRUCTIONS)

In compliance with the above invitation for bids, 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 30 days after receipt of formal purchase order.

Date: _____	Firm Name: _____
Telephone No.: _____	Address: _____
Fax No.: _____	_____
Federal I.D. No. _____	By (Signature): _____
Email Address: _____	Type/Print Name _____
	Title: _____

Is your firm MBE certified? ☐ Yes ☐ No

Is your firm WBE certified? ☐ Yes ☐ No

List all agencies your firm is currently certified with:

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request for Bid (RFB) seeks bids from qualified contractors who can provide grounds maintenance services at MoDOT STL District Office and Transportation Management Center in Chesterfield, MO with an effective contract period of April 1, 2014 through December 31, 2014 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 10:00 am., Local Time March 19, 2014.**

RFB Coordinator:

Stephanie Austin Rashid, CPPB

General Services Specialist

Missouri Department of Transportation

2309 Barrett Station Road

Ballwin, MO 63021

PHONE: (314) 301-1439; FAX: (314) 301-1437 or (573) 526-0016

1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of grounds maintenance 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) Other Requirements
 - 5) Pricing Page (**SIGN AND RETURN**)
 - 6) Anti-Collusion Statement (**SIGN AND RETURN**)
 - 7) Vendor Information and Preference Certification Form (**SIGN AND RETURN**)
 - 8) Signature and Identity of Bidder (**SIGN AND RETURN**)
 - 9) Worker Eligibility Verification Affidavit (**SIGN AND RETURN**)
 - 10) Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

1.3 Pre-Bid Meeting:

- 1.3.1 Potential Bidders are strongly encouraged, but not required to attend pre-bid meeting at the following date, time, and location:
March 12, 2014, 9:00 am Local Time
Transportation Management Center
14301 South Outer 40 Road, Room 207
Chesterfield, MO 63017

2. SCOPE OF WORK

2.0 General Requirements:

Contractor shall provide all material, labor and supplies required to provide lawn service, which includes:

- " Cut grass on as needed basis
- " Edge walkways and bed lines with a steel blade edger
- " Weed eat areas as needed
- " Blow walkways, curb areas, and parking lot area as needed
- " Keep weeds out of beds, curb, and parking lot areas
- " Prune shrubbery as needed to maintain a uniform shape
- " Pick up trash in common areas
- " Leaf removal from property
- " Haul off all debris from property as needed

2.1 Turf Maintenance:

A. Mowing and Trimming Lawn Areas

1. Remove all trash and debris from lawns prior to each mowing.
2. Maintain lawns to give a neat, uniform appearance and frequently enough to prevent visible accumulation of grass clippings. Remove any visible accumulation of clippings by sweeping or blowing.
3. Adjust mowing frequency to the growth rate of the turf. Do not remove more than one-quarter to one-third of the total leaf length at any one mowing. Vary the direction of mowing each time lawns are mowed.
4. Mow lawns when grass reaches a height of 4 inches and cut to a minimum height of 3 inches for the entire season.
5. Keep mowers sharp and properly adjusted during cutting operations.
6. After each mowing, trim lawn edges to the same height as adjacent turf. Where adjacent to sidewalks, curbs, etc., neatly edge lawns weekly as needed. Do not line trim within 2 inches of tree trunks, plant foliage or other non-durable surfaces; hand trim areas where power trimmers are not to be operated. After completion, blow off all sidewalks, roadways and parking lot and patios.

B. Weed Control

1. Keep all flower and shrub areas, planting beds, stabilized aggregate surfaces, and tree rings free of weeds through timely use of both cultural and manual labor control procedures.

2. Pre-emergent herbicide treatment in April to control crabgrass. Dry product.
3. Broadleaf weed control treatment in May. Liquid treatment.
4. Broadleaf weed control treatment in September. Liquid treatment.

C. Fertilization and Overseeding

1. Overseeding in September with seed matching existing grass types.
2. Fertilize in early October with a starter fertilizer at label recommended rate. Dry product.
3. Fertilize in December with Triple 13 at label recommended rate. Dry product.
4. Fertilize in April with Triple 13 at label recommended rate. Dry product.

D. Spring Reconditioning

1. Rake all lawns prior to initiation of active spring growth to remove dead grass, twigs, leaves, and other debris.
2. Roll lawns, if required, to smooth uneven areas caused by heaving action of winter freezing and thawing. Roll only during very early spring after soil has thawed.
3. If thatch exceeds one-half inch depth or soil compaction is evident, aerate lawns after soil thaws and turf enters the active growing period. Aerate using a spoon or core method. If core type operation is employed, use a drag or other approved method to break up cores.

2.2 TREES, SHRUBS, AND GROUND COVER

A. General

1. Keep all beds and planters in a clean, well-groomed, weed- and pest-free condition. Remove trash and debris from beds and maintenance edges weekly.
2. Throughout the year, all fallen leaves are to be collected and remove from property on a weekly basis.
3. The blue juniper bushing located in the highlighted yellow location on District Office, Map 2 are not included in the scope of work for the grounds maintenance bid. These bushes will be removed and grass will be established. The awarded contractor will be responsible for maintaining the grass were the bushes are currently located.

B. Edging

1. Keep all hand-cut bed lines and tree rings cleanly edged, with smooth continuous curves or straight lines. Edges shall be cut at least bi-weekly during the growing season, and any encroachment of lawn removed from the beds.

C. Pruning

1. Prune all trees and shrubs as specified herein. Work shall be accomplished by arborists and horticulturists experienced in all aspects of pruning. Maintained size and proportion must be approved by facility supervisor.
2. All pruning shall conform to standards established by the National Arborist Association.
3. In general, do not shear plants; remove individual limbs back to main trunk or leader. Do not leave stubs. Use proper tool for cut being made. Keep cutting tools sharp and clean. Disinfect tools between cuts when pruning diseased or easily infected plants. Be familiar with and maintain natural habit of plants when pruning.
4. Utilize the listed procedures when pruning the plant categories listed below:

D. Shade and Ornamental Trees:

1. Maintain natural habit and proportions. Remove dead trees, damaged, or dangerous branches, water sprouts, suckers, and crossing branches.
2. Major Storm Damage repair is not a part of this contract.

E. Upright Conifers:

1. Remove dead plants or damaged limbs and multiple leaders. Maintain compact, uniform growth by selectively removing portion of young 'candles' during extension in the spring.

F. Spreading Conifers:

1. Remove dead plants or damaged branches. Do not shear; prune groups or masses as a single unit, not individual plants.

G. Deciduous Shrubs:

1. Prune to maintain natural habit and proportions; do not shear. Periodically, thin canes to maintain vigor and new growth. Remove dead plants as needed.
2. Time pruning to prevent removal of flower buds.

H. Hedges:

1. Shear hedges at least twice annually, once after spring flush, and once in late summer.
2. Maintain size and proportion approved by Owner. Bevel face of hedges to optimize exposure to light.
3. Conduct rejuvenate pruning as directed by the Owner. Remove dead plants as needed.

2.3 Mulching

- A. Mulch existing beds with a dyed brown hardwood mulch in April. Maintain 2'' -5'' of mulch thickness at all times. Remove mulch once it exceeds 5'' in thickness. Turn mulch late fall once the fall cleanup is complete.

2.4 Hours: Contractor may work seven days per week during hours set by contractor as long as they are in compliance with any city/state ordinances.

2.5 Invoicing and Payment Requirements:

- 2.5.1 The contractor shall submit an itemized invoice to the following address after the completion of deliverables, as specified herein.
Missouri Department of Transportation- Reference MoDOT Purchase Order#
Business and Benefits
1590 Woodlake Drive
Chesterfield, MO 63017-5712
- 2.5.2 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.
- 2.5.3 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.5.4 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.5.5 MoDOT 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 Federal Excise Tax Exemption Certificate will be furnished to the successful bidder upon request.
- 2.5.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- 2.5.7 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.

2.6 Other Contractual Requirements:

- 2.6.1 Contract Period - The contract shall commence from April 1, 2014 until December 31, 2014 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.
- 2.6.2 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.

- 2.6.3 Inspection and Acceptance: MoDOT reserves the right to inspect the material at the point of manufacture, intermediate storage point, or at a destination that 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.
- 2.6.4 RSMo 285.530 - The contractor understands and agrees that by entering into a contractual agreement with MoDOT, they certify the following:
- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes, but is not limited to, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
 - b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
 - c. The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
 - d. In addition, the contractor shall maintain enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services included herein.

2.7 Insurance Requirements:

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.

3. BID SUBMISSION

3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope/package clearly marked “**SL14-092-R7 Grounds Maintenance 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 It is the bidder's responsibility to access MoDOT's website in order to obtain any and all addenda(s) issued during the course of the RFB process.
- 3.1.6 Bid Review: Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.
- 3.1.7 Contract Award: Award of this bid will be made on an “All Or Nothing” basis using the “lowest and best” principle of award.
 - a. 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. OTHER REQUIREMENTS

- 4.0 The contractor shall provide all deliverables/services to the sole satisfaction of MHTC.
- 4.1 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.
- 4.2 MoDOT reserves the right to reject any or all bids/quotes/proposals, for any reason whatsoever, 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.
- 4.3 This work is to be performed under the general supervision and direction of MoDOT and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work 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 work.
- 4.4 Contractor to complete three references in References, Section 6 of bid document.

5. PRICING PAGE
SL14-092-R7 Grounds Maintenance Services

The Bidder shall provide firm, fixed prices on the tables below for providing the deliverables/services in accordance with the provisions and requirements of this RFB. Upon completion of the pricing sheet the Bidder should sign where indicated on the bottom of the pricing table and submit with the other required bidding documentation.

QTY	Unit of Measure	Description	Unit Cost
9	MO	Grounds Maintenance Services for the District Office and TMC buildings per Scope of Work in Section 2 of bid document	
TOTAL EXTENDED COST FOR CONTRACT PERIOD			\$
Materials (if required-MoDOT normally to provide) MoDOT reserves the right to request contractor to remove and replace dead plants/shrubbery.			Purchase Cost Plus: _____ %

AUTHORIZED SIGNATURE: _____

DATE: _____

COMPANY: _____

6. REFERENCES

PRIOR EXPERIENCE OF BIDDER

The bidder should copy and complete this form for each reference (Required three (3) projects within the last five years) being submitted as demonstration of the bidder and subcontractor's prior experience. In addition, the bidder is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Bidder/Subcontractor Name:	
Reference Information (Prior Services Performed For)	
Name of Reference Company:	
Address of Reference Company:	
Reference Contact Person Name:	
Contact Person Phone #	
Contact Person e-mail address:	
Dates of Prior Services:	
Dollar Value of Prior Services	
Description of Prior Services Performed	

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my company's association with the bidder referenced above:

Signature of Reference Contact Person

Date of Signature

ANTI-COLLUSION STATEMENT

STATE OF _____)
)
COUNTY OF _____) SS.

_____. 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 _____

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: <i>If additional space is required, please attach an additional sheet and identify it as <u>Addresses of Missouri Offices or Places of Business.</u></i>	
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: <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 33%; text-align: center;"><u>M/WBE Name</u></div> <div style="width: 33%; text-align: center;"><u>Percentage of Contract</u></div> <div style="width: 33%; text-align: center;"><u>M/WBE Certifying Agency</u></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 33%; border-bottom: 1px solid black;"></div> <div style="width: 33%; border-bottom: 1px solid black;"></div> <div style="width: 33%; border-bottom: 1px solid black;"></div> </div>	
<i>If additional space is required, please attach an additional sheet and identify it as <u>M/WBE Information</u></i>	

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
<i>If additional space is required, please attach an additional sheet and identify it as <u>Location Products are Manufactured or Produced.</u></i>	
<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: <ul 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>
<div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> Service-Disabled Veteran's Name (Please Print)	<div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> Service-Disabled Veteran Business Name
<div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> Service-Disabled Veteran's Signature	<div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> Missouri Address of Service Disabled Veteran Business

**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL
MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000**
(for joint ventures, a separate affidavit is required for each business entity)

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 a person whose name is subscribed to this affidavit, 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 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 am the _____ of _____, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

I 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 to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with 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.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with 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 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 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 this _____ day of _____, 20____.

Notary Public

My commission expires:

[documentation of enrollment/participation in a federal work authorization program attached]

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

(a separate affidavit is required for each owner and general partner) *(If applicable)*

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 (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_____.

My commission expires:

Notary Public

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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.

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- 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:

- a. 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;
- b. 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;
- c. 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.

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- 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/gc_1185221678150.shtm
- 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.

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 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

- b. 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 the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If the Department 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. The Department 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.

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Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of five-hundred dollars (\$500.00) per day**, for each assessable calendar day on which the work has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. Saturdays, Sundays, holidays and days whereas the Department has suspended work shall not be assessable days.