

MISSOURI DEPARTMENT OF TRANSPORTATION

PROCUREMENT
2675 N. Main
Sikeston, MO 63801

Table with 2 columns: Field Name, Value. Includes REQUEST NO. SE13-B452-RJ, DATE April 10, 2013, PAGE NO. 1, NO. OF PAGES 16.

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

BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION

Submit net bid as cash discount stipulations will not be considered
MoDOT SE District Office

1:00 p.m., Local Time, April 26, 2013

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

2675 N. Main
Sikeston, MO 63801

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

BUYER: Tammy Baker
BUYER EMAIL: tammy.baker@modot.mo.gov

BUYER TELEPHONE: 573-472-5369

SUPPLIES OR SERVICES

LAWN MOWING SERVICES

To establish a contract to furnish "Lawn Mowing Services" with an effective date of Notice to Proceed and ending November 15, 2013 in accordance with the following pages.

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

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

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

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

Date:
Telephone No.:
Fax No.:
Federal I.D. No.
Email Address:

Firm Name:
Address:
By (Signature):
Type/Print Name

Is your firm MBE certified? [] Yes [] No

Title:
Is your firm WBE certified? [] Yes [] No

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request for Bid (RFB) seeks bids from qualified organizations to provide “**Lawn Mowing Services**” located in Sikeston, Missouri with an effective contract period of **Notice to Proceed** through **November 15, 2013** to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be in a sealed envelope, be mailed or delivered by courier to the RFB Coordinator at the below listed address, on or before the date and time listed herein for receipt of bids/proposals. All questions regarding the RFB shall be submitted to the RFB Coordinator. **Bids must be returned to the office of the RFB Coordinator no later than 1:00 p.m., Local Time, April 26, 2013.**

RFB COORDINATOR:

Tammy Baker, Intermediate Procurement Agent
Missouri Department of Transportation, Procurement
2675 North Main
Sikeston, MO 63801

PHONE: 573- 472-5369

FAX: 573- 472-5890

EMAIL: tammy.baker@modot.mo.gov

1.1.2 Schedule of Events

The schedule below indicates the critical dates that must be satisfied by the bidder.

Date	Event
April 10, 2013	Release of Request for Bid
April 18 & 19, 2013	Schedule Site Survey - 7:30 am to 11:30 am or 12:00 pm to 4:00 pm local time
April 22, 2013	Request for Interpretation Due by 1:00 p.m. local time
April 26, 2013	Request for Bid Due by 1:00 p.m. local time

SPECIAL NOTE: ORAL INTERPRETATIONS

No oral interpretations will be made to any bidder as to the meaning of the scope of work for the acceptability of alternate services, work arrangements, or etc. Every request for interpretation shall be made in writing and submitted with all supporting documents by April 22, 2013 at 1:00 pm local time. The written requests shall be sent directly to the RFB Coordinator via email, US Mail, for or hand delivery. Every interpretation response made to a bidder will be in the form of an addendum and will be available to the public on the MoDOT website along with the original bid documents. All such addenda shall become part of the contract documents.

1.2 General Information:

1.2.1 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of **Lawn Mowing Services** as set forth herein.

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

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Bid Submission
- 4) Pricing Page(s)
- 5) Vendor Information and Preference Certification Form
- 6) Anti-Collusion Statement
- 7) Annual Worker Eligibility Verification Affidavit – Exhibit A
- 8) Applicant Affidavit for Sole-Proprietorship or Partnership – Exhibit B
- 9) Pictures of areas that will require Lawn Mowing Services
- 10) Terms and Conditions

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The contractor shall provide **Lawn Mowing Services** on an as needed, if needed basis for the MHTC and MoDOT, in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT estimates, but does not guarantee, the purchase of the estimated quantities stated herein.
- 2.1.4 MoDOT reserves the right to obtain “like or similar” products as specified herein from other manufacturers, exclusive of the contract, when use of such products is deemed in the best interest of MoDOT.
- 2.1.5 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.
- 2.1.6 MoDOT reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- 2.1.7 This 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.

2.2 Specific Requirements:

- 2.2.1 The contractor shall provide MoDOT with **Lawn Mowing Services**, in accordance with the following.

2.3 Scope of Services: The Bidder shall provide mowing services for the MoDOT Southeast District Office Complex at 2675 N. Main, Sikeston, MO. The three sections will be identified as:

1. Main Office Complex and Islands – See picture labeled Main Office Complex
2. General Services Complex – See picture labeled General Services Complex
3. Outer Office Complex – See picture labeled Outer Office Complex

2.4 Personnel Requirements: The awarded contractor shall be responsible for all supervision required to satisfactorily perform the requirements of this bid. If special attention is required, a designated MoDOT representative will contact the contractor with instructions.

- 2.4.1 The awarded vendor shall provide in writing, the name, address, and telephone number, of the bidder’s contact person and one alternate contact, which shall be available daily to MoDOT.

2.5 Equipment and Supply Requirements: The awarded contractor shall furnish and maintain all equipment necessary to perform the mowing services.

- 2.5.1 The awarded contractor may own or rent, at the contractor’s expense, any and all equipment needed for performing the requirements of this bid.
- 2.5.2 The awarded contractor shall furnish all petroleum products necessary to perform these mowing services.

- 2.5.3 Contractor may use riding mowers, push, walk behind, and weed eaters or necessary equipment to accomplish mowing to meet MoDOT's satisfaction. In curbed islands and steep slopes, MoDOT reserves the right to require the use of push, walk behind, or string trimmers if riding mowers are causing turf damage to these areas.

2.6 Security Requirements:

- 2.6.1 Only authorized persons shall be permitted on MoDOT premises.
- 2.6.2 While on the MoDOT premises, employees of the contractor shall be required to wear identification name tags or uniforms/T-shirts (long pants and short sleeve shirts) with the mowing company name designating them as an employee of the awarded contractor. Steel Toe Boots, Hardhats, and Safety Eyewear are also required. When mowing along the right of way a Safety Vest is required.
- 2.6.3 The contractor shall be held responsible for any breakage, damage and/or loss of MoDOT's, or MoDOT employee' property through negligence and/or other inappropriate actions of the contractor or the employees of the contractor while working on MoDOT premises. See liability insurance requirements in the Terms and conditions of this bid document.
- 2.6.4 MoDOT will provide a key for access to areas inside of fenced areas. Contractor will be responsible for closing and locking gates after performing mowing inside of secure areas. In the event any unauthorized personnel enter the secure areas while contractor is on site, MoDOT's representative should be notified immediately.

2.7 Mowing Requirements per Service Visit:

- 2.7.1 Contractor shall remove all debris and trash prior to mowing.
- 2.7.2 Contractor is responsible for mowing, edging, and weed eating grass. Specific mowing areas are listed on the attached drawing.
- 2.7.3 Contractor shall maintain lawn height of 3" – 3 ½" (inches) per service.
- 2.7.4 Contractor is responsible for raking, mulching or bagging clippings, when clumping occurs. Contractor will be responsible for yard waste disposal. The sidewalks shall be clear of any mowing debris after work is completed.

2.8 Mowing Frequency

- 2.8.1 Contractor shall adhere to specified mowing schedule listed above unless otherwise agreed upon by MoDOT representative.
- 2.8.2 Service shall be provided a minimum of once per week, weather permitting during the period from date of award through November 15th of each calendar year.
- 2.8.3 All mowing services shall take place Saturday, Sunday or after the hours of 4:30 p.m. local time on weekdays.
- 2.8.4 MoDOT reserves the right to postpone weekly mowing when dry weather or extended dormant periods limit grass growth. Weeks where MoDOT does not allow mowing due to these reasons or any other reason will not be compensable.
- 2.8.5 Rain out visits shall be provided either within a 2-day period or Saturday or Sunday of the rain day week.

2.9 MISSOURI DEPARTMENT OF TRANSPORTATION CONTACT

Bid Contact:	Tammy Baker Southeast District Procurement 2675 N. Main Sikeston, MO 63801	Telephone:	573-472-5369
		Fax:	573-472-5890
		Email:	tammy.baker@modot.mo.gov

Project Contact:	Paul Huskey Southeast District Facilities Manager 2675 N. Main Sikeston, MO 63801	Telephone:	573-472-5216
		Fax:	573-472-6618
		Email:	paul.huskey@modot.mo.gov

CONTRACT PERIOD

The service dates for each contract period shall be Notice To Proceed - November 15.

2.10 Liquidated Damage Requirements:

2.10.1 The bidder is directed to the “*Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions*” attached to the bid documents, regarding the amount and enforcement of liquidated damages.

2.11 Contract/Purchase Order:

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

2.12 Invoicing and Payment Requirements:

- 2.12.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein. Mowing services shall be invoiced once per month detailing date of service during each month.
- 2.12.2 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.
- 2.12.3 The contractor shall understand and agree MoDOT reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input ACH/EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Each contractor invoice must be on the contractor’s original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state’s Vendor Payment Website to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFB.
- 2.12.4 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.

- 2.12.5 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.12.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The MHTC shall not make any advance deposits.
- 2.12.7 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.
- 2.12.8 The MHTC reserves the right to purchase goods and services using the state-purchasing card.
- 2.12.9 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 as part of the contracting process.

2.13 Other Contractual Requirements:

- 2.13.1 Contract Period - The contract shall commence from the date of Notice to Proceed until November 15, 2013 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.
- 2.13.2 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.
- 2.13.3 Escalation Clause - In the event the contractor requests a price increase during the contract period, either the original contract period or any contract renewal period, the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.
- a. No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract renewal period.
 - b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.

2.13.4 Insurance Requirements:

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

3. BID SUBMISSION

3.1 **Bid Submission Information:**

3.1.1 All bids must be received in a sealed envelope/packaging clearly marked **LAWN MOWING SERVICES**.

3.1.2 All bids must be received at the office of the RFB Coordinator as outlined in Section 1. “INTRODUCTION AND GENERAL INFORMATION”.

3.1.3 The bidder may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the date and time specified for the opening of bids.

3.1.4 Open Competition / Request For Bid Document:

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

3.1.5 Bid Review: Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.

3.1.6 Cost Determination: The low bid shall be determined by adding all of the prices on the pricing pages for the original contract period

3.1.7 **Contract Award:** The contract will be awarded to the lowest responsive bidder determined as specified above.

- a. Award of this bid will be made on an “All or Nothing” basis using the “lowest and best” principle of award.
- b. Notification of award shall be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.
- c.

4. PRICING PAGE

4.1 The bidder shall provide a firm, fixed price in the table below for the original contract period for providing the deliverables/services in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables/services shall be included in the prices stated below. Sign where indicated below and return with all required solicitation documents.

Item #	Description	Original Contract Period <i>Firm, Fixed Price</i>
001	Lawn Mowing Services	\$ _____ <i>per occasion</i>

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

1st Renewal Period _____% of maximum increase and/or _____% of maximum decrease.

2nd Renewal Period _____% of maximum increase and/or _____% of maximum decrease.

3rd Renewal Period _____% of maximum increase and/or _____% of maximum decrease.

Name of the Bidder’s Firm

Signature of Authorized Representative

Date Signed

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

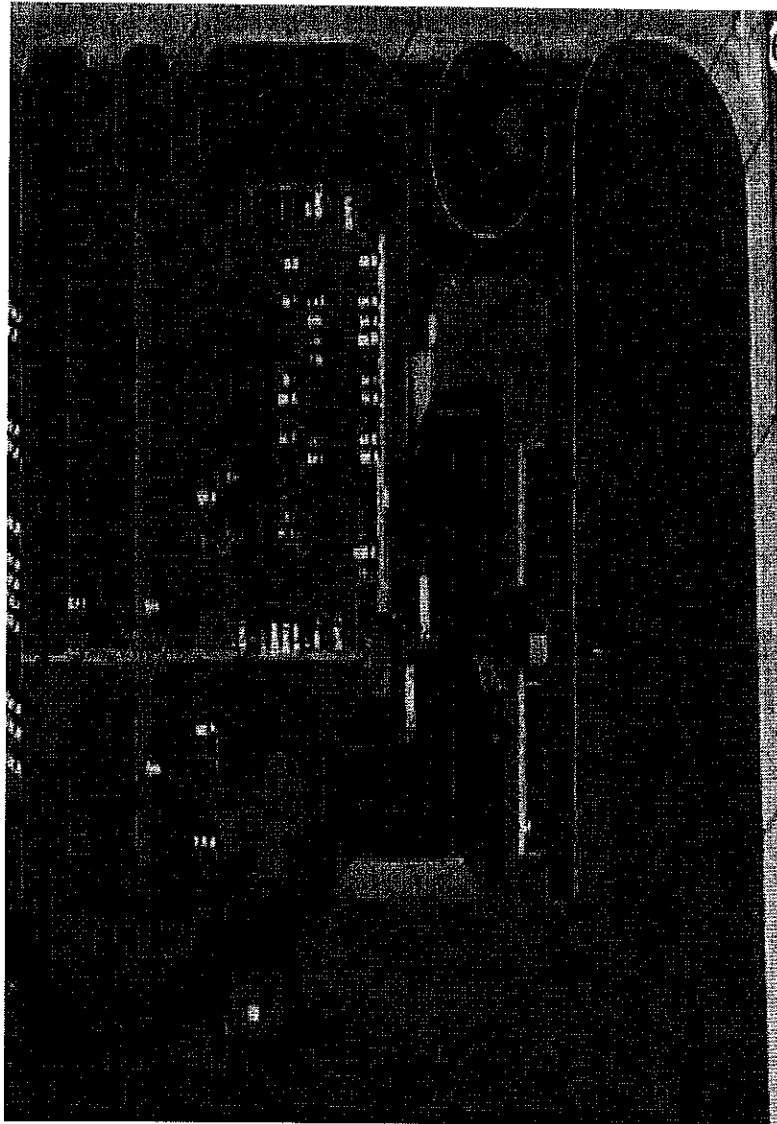
Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
For Corporations - State in which incorporated:	For Others - State of domicile:
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:	
<i>If additional space is required, please attach an additional sheet and identify it as Addresses of Missouri Offices or Places of Business.</i>	
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>	
_____ _____	
<i>If additional space is required, please attach an additional sheet and identify it as M/WBE Information</i>	

Preference Certification

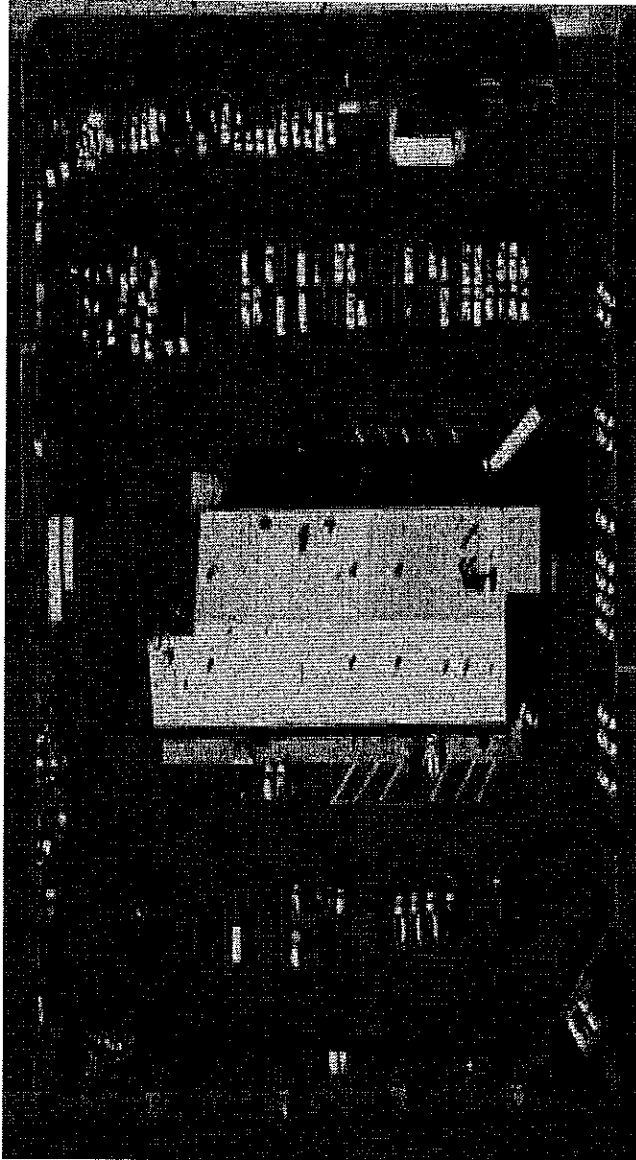
All bidders must furnish ALL applicable information requested below

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.	
<u>Item (or item number)</u>	<u>Location Where Item is Manufactured or Produced</u>
<i>If additional space is required, please attach an additional sheet and identify it as Location Products are Manufactured or Produced.</i>	
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:	
a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and	
b. The management and daily business operations of which are controlled by one or more service-disabled veterans.	
<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

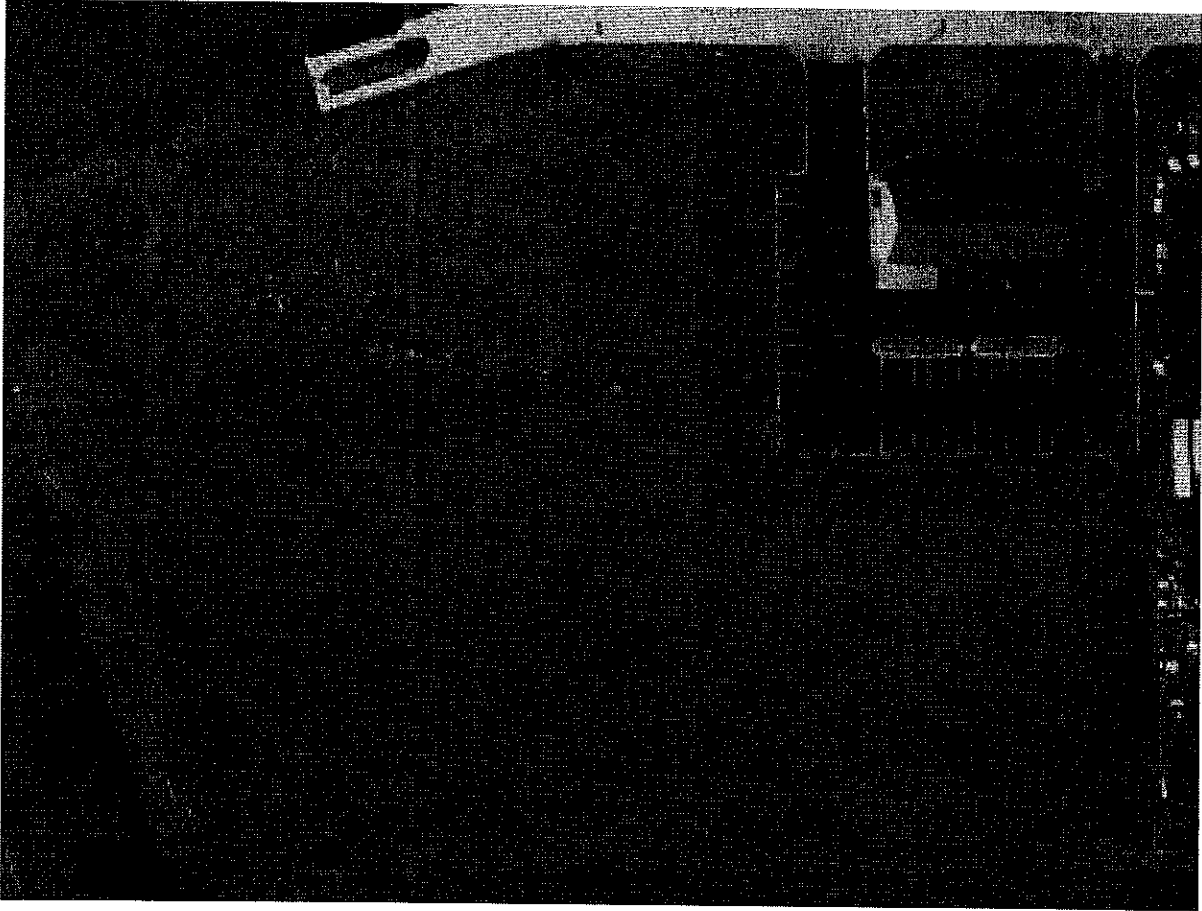
Main Office Complex and Islands



General Services Complex



Outer Office Complex



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

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 \$1,000,000 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 \$1,000,000 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.

Bid Guaranty/Contract Bond

- a. Each bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the bid submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue–Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
- b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
- c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.
- d. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

Prohibition Of Employment Of Unauthorized Aliens:

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

Permits, Licenses and Safety Issues

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