

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION

GENERAL SERVICES

3901 32nd STREET

JOPLIN, MO 64804

REQUEST NO. D7-10-034

DATE February 22, 2010

PAGE NO. 1 NO. OF PAGES 17

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

1:00 P.M. CST, March 22, 2010

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

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

Various Locations through out District 7, see page 3

3901 E. 32nd Street

Joplin, MO 64804

DEFINITE DELIVERY DATE MUST BE SHOWN. SIGN AND RETURN BEFORE TIME SET FOR OPENING. **ALL BIDS MUST BE EXTENDED AND TOTALED.**

BUYER: Chris Stephens

BUYER TELEPHONE: 417-621-6355

ITEM NO.	SUPPLIES OR SERVICES	QTY	GROUP PRICE	ESTIMATED COMPLETION TIME
	Tree Removal Services Various locations in Bates, St. Clair, and Vernon Counties			(days, weeks, etc)
001	GROUP 1 (Bates County)	10		
002	GROUP 2 (Bates & St. Clair Counties)	9		
003	GROUP 3 (Vernon County)	33		
004	GROUP 4 (Vernon County)	7		
005	GROUP 5 (Vernon County)	8		
006	GROUP 6 (Vernon County)	14		
007	GROUP 7 (Vernon County)	16		

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____

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

**MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES DIVISION
JOPLIN, MISSOURI**

February 22, 2010

GENERAL SERVICES: Is accepting bids for Tree Removal Services for (97) trees in Bates, St. Clair and Vernon Counties. The trees are grouped together according to locations and will be bid by group. A flat price for each group of trees will be required. Page (6) lists the details of the trees in each group. Page (7) includes a map with the locations circled. All potential bidders are encouraged to view the trees in advance of bidding.

Buyer: Chris Stephens (417) 621-6355

Sealed bids for supplying Tree Removal Services will be received until **1:00 P.M., Local Time, March 22, 2010.**

Bid price should include all tools, equipment, vehicles, and supplies. The contractor will be responsible for all costs (permit, licenses, compost site fees, etc.) incidental to this work. A MoDOT right-of-way permit will not be required. Environmental fees, fuel surcharged and/or any other miscellaneous charges **WILL NOT** be accepted on any invoice.

Bids should be mailed or delivered to Missouri Department of Transportation, 3901 E. 32nd Street, Joplin, Missouri 64804. Bids are to be returned in an envelope plainly marked **RFB D7-10-034 TREE REMOVAL SERVICES BID.**

The date specified for the receiving of bids is a firm deadline and all bids must be received at the designated office by that time. The bidder may withdraw, modify or correct his bid after it has been deposited with the Department provided such request is submitted in writing and received at the location designated for the bid opening prior to the 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 time specified for the opening of bids.

The Department does not recognize the **U.S. Mail, United Parcel Service, Air Express, or any other organizations**, as it's agent for purposes of accepting proposals for sealed bids. Any proposal arriving at the designated office after the deadline specified will not be considered.

The Department of Transportation is exempt from Missouri State Sales Tax and Federal Excise Tax. **DO NOT INCLUDE THESE TAXES IN THE BID, AS AN EXEMPTION CERTIFICATE WILL BE FURNISHED UPON REQUEST.**

The attached form, identified as "**PREFERENCE IN PURCHASING PRODUCTS**" and "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" shall be included in your bid response. The right is reserved by the Department of Transportation to reject any or all bids and no award is final until formally approved by the Department.

SCOPE OF WORK

The bidders shall bid a flat rate for each group of trees. The bid will be awarded on a “Group Basis” and could go to multiple contractors, with different contractors winning individual groups. Each group of trees must be removed within a 2-month period from date “notice to proceed” is given. No groups of trees will be done simultaneously; all seven groups of trees will be scheduled on a staggered timetable. Payment will be made individually for each project location (group) when the work at each site is completed to the satisfaction of the MoDOT’s Area Engineer or their designated representative.

The trees shall be cut down with stump flush to ground or lower and trees removed from location. After removal from the job site, all wood, brush, and any other debris becomes the property and responsibility of the contractor. Some locations involve trees near power line poles and fences. The contractor shall coordinate all activities with any utility companies whose facilities may be affected during this work. Adjacent property and fences should be undisturbed unless permission has been obtained by the contractor for “right of entry”. All contractors are expected to take great care of the grounds and minimize the amount of ground disturbance as much as possible.

Traffic control shall be provided on an “As Needed” basis by the contractor. At the contractor’s request, MoDOT will supply up to (2) signs each stating “Be Prepared to Stop” and “Shoulder Work Ahead”. Every effort not to close lanes is expected. Closing roads will be negotiable with MoDOT’s Area Engineer or their designated representative. The winning contractor(s) shall take reasonable caution in not disturbing the right of way and shoulders of the roads. Work shall be performed during daylight hours, Monday through Friday, excluding state holidays. The contractor must ensure all employees working on state roadway and right of way wear appropriate personal protective equipment including reflective safety vests. Work at each location shall be scheduled 48-hours in advance with the Area Engineer or designated representative.

SPECIAL TERMS AND CONDITIONS

INSURANCE / CERTIFICATE OF INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen’s compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor’s operation under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is greater and shall include contractual liability insurance as applicable to the Contractor’s obligations under this contract. Unless otherwise specified, **insurance limits shall be as follows:**

- 1) Workmen’s Compensation: Full coverage, including “Occupational Disease Act” requirements.
- 2) Public **Liability** (includes property damage and personal injury)
 - a) Not less than \$500,000 each individual per accident or occurrence.
 - b) Not less than \$1,000,000 each accident or occurrence.
- 3) Special Hazard Insurance: As required.

The Bidder will need to provide, included with the response to this Request For Bid, a copy of his/her Certificate of Insurance showing coverage, in the amounts required above, prior to the issuance of any

contract or initial purchase order by the Missouri Department of Transportation (MoDOT). MoDOT reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Bidder's inability to provide this documentation will result in his/her bid being rejected. MoDOT shall be listed as a "Certificate Holder" on the Certificate of Insurance with the following mailing address:

Missouri Department of Transportation – District 7
General Services (Procurement) Division
3901 E 32nd Street
Joplin Mo. 64804

FEDERAL WORK AUTHORIZATION PROGRAM

Pursuant to 285.530 RSMo, the bidder/offeror must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- submitting a completed, notarized copy of **EXHIBIT A**, or **B** (which ever is applicable to your organization) AFFIDAVIT OF WORK AUTHORIZATION and
- providing documentation affirming the bidder's/offeror's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

RsMO 34.04.6 COMPLIANCE

The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder should ensure they are in good standing with the Missouri Department of Revenue. Prior to award MoDOT staff will check with the Missouri Department of Revenue to ensure compliance with the provisions of RsMO 34.040.6. If necessary a "Certificate of No Tax Due" may be requested of the successful bidder. If such a certificate is requested, the bidder's inability to provide this documentation will result in his/her bid being rejected.

CERTIFICATE OF GOOD STANDING

The Bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The Bidder will need to provide, included with the response to this Request For Bid, a copy of his/her Missouri Secretary of State's "Certificate of Good Standing" prior to the issuance of any contract or initial purchase order by the Missouri Department of Transportation (MoDOT). MoDOT reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Bidder's inability to provide this documentation will result in his/her bid being rejected.

NOTE: COPIES OF CERTIFICATES OF INSURANCE MEETING THE MINIMUM REQUIREMENTS DETAILED ABOVE, COPIES OF YOUR COMPANIES CERTIFICATE OF GOOD STANDING FROM THE MISSOURI SECRETARY OF STATE'S OFFICE AND THE E-VERIFY AFFIDAVIT/MEMORANDUM OF UNDERSTANDING MUST BE SUBMITTED ALONG WITH YOUR RESPONSE TO THIS REQUEST FOR BID.

If you have any questions concerning these requirements, contact Chris Stephens at (417)-621-6355.

VENDOR NOTES

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Missouri Department of Transportation purchase orders must be issued to the invoicing company/address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor must specify the “remit to” company/address in the vendor notes section (above).

VENDOR INFORMATION

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Fax #: Cellular #:
Printed Name and Title of Responsible Officer or Employee:	Signature:

Is your company registered/certified with the State of Missouri as a (please circle):

MINORITY BUSINESS ENTERPRISE (MBE) ?	YES	NO
WOMEN BUSINESS ENTERPRISE (WBE) ?	YES	NO

If you would like information about MBE/WBE certification, please contact the Officer of Supplier of Workforce Diversity by calling 1-877-259-2963 or visit the following internet address:
<http://www.oswd.mo.gov>

Is your company a MISSOURI SERVICE-DISABLED VETERAN BUSINESS? YES NO

A service-disabled veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veteran’s affairs. A service-disabled veteran business is defined as a business concern:

- not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of publicly owned businesses, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- the management and daily business operations of which are controlled by one or more service-disabled veterans.

TREE REMOVAL LOCATIONS, SIZES, AND COMMENTS

GROUP	ORG	COUNTY	ROUTE	LOCATION	DIAMETER	COMMENTS	#
1=10	707	Bates	18	0.4 miles west of OO, 7 trees	4-17" / 3-19"	power lines opposite side of road / fence	7
	707	Bates	OO	1.2 miles north of route D	30"/18"/20"	power lines / no fence	3
2=9	704	St.Clair	52	0.9 miles east of route A east side	5'	no power lines / yes fence	1
	704	St.Clair	KK	0.1 miles north of Rt 52 west side of road	3'	lots of lines / in city limits	1
	704	St.Clair	P	100' south of 52 east side of road	3'	no power lines / by a building	1
	704	Bates	B	0.3 miles east of M north side	2-3'	no power lines or fence	2
	733	Bates	B	0.5 miles west of O (w/o bridge) south side	30"/60"		2
	733	Bates	B	0.7 miles west of O south side	2-30"		2
3=33	733	Vernon	WW	0.3 to 0.7 south of county line east side	26-24"/3-18"/3-48"	walnut trees, fence along all	32
	733	Vernon	WW	1.7 miles south of county line east side	48"	fence	1
4=7	733	Vernon	WW	0.1 miles north of MM west side	2-48"	power lines	2
	733	Vernon	WW	0.1 miles west of Metz south side	42"	fence	1
	733	Vernon	WW	In Metz where WW turns west side	2-36"	dead elms near house at intersection	2
	733	Vernon	WW	At south Metz city limit west side	36"/36"	no power lines or fence / one evergreen	2
5=8	733	Vernon	D	2.5 miles west of WW south side	60"/42"	oak tree	2
	733	Vernon	Z	2 miles south of D	2-24"	evergreens	2
	728	Vernon	H	0.1 miles north of 54 east side	4'	5 to 6 feet from edge of pavement	1
	728	Vernon	H	1.09 miles north of route O jct.	3'5"	no power lines / fence yes	1
	728	Vernon	H	3.9 miles north of O jct.	1'7"	none	1
	728	Vernon	T	0.78 miles south of KK Junction	3'5"	no power lines	1
6=14	728	Vernon	M	0.9 east of 71NB (NorthBound) south side	3'/3'2"/5'8"/3'8"/2'8"	no power lines / fence yes near 4 of 5	5
	728	Vernon	M	1.7 east of 71NB (e/o bridge) south side	2'9"/1'10"/3'2"	no power lines / fence yes	3
	728	Vernon	M	1.8 east of 71NB north side	2"/3'2"/1'9"/4'3'9"	power lines and fence	5
	704	Vernon	C	200' south of Dalton Rd. west side	4'	no power lines / yes fence	1
7=16	728	Vernon	54	0.73-0.78 east of 71NB ramp south side	3'/3'6"/2'6"/2'	no power lines / yes fence	4
	728	Vernon	54	2.5 miles east of 71NB ramp north side	3'6"/3'	no power lines or fence	2
	728	Vernon	K	3.4 miles south of 54 on outside se corner	2'5"/2'3"/2'8"/2'6"/1'8"	no power lines or fence / where rd curves	5
	728	Vernon	BB	4.7 miles south of 54 east side	2'6"	no power lines	1
	728	Vernon	EE	3.5 miles east of C north side	36"/12"/21"/24"	power lines	4

7 Groups with a total of 97 trees Diameter sizes are approximate

ORG=Organizational Contact Cell Numbers

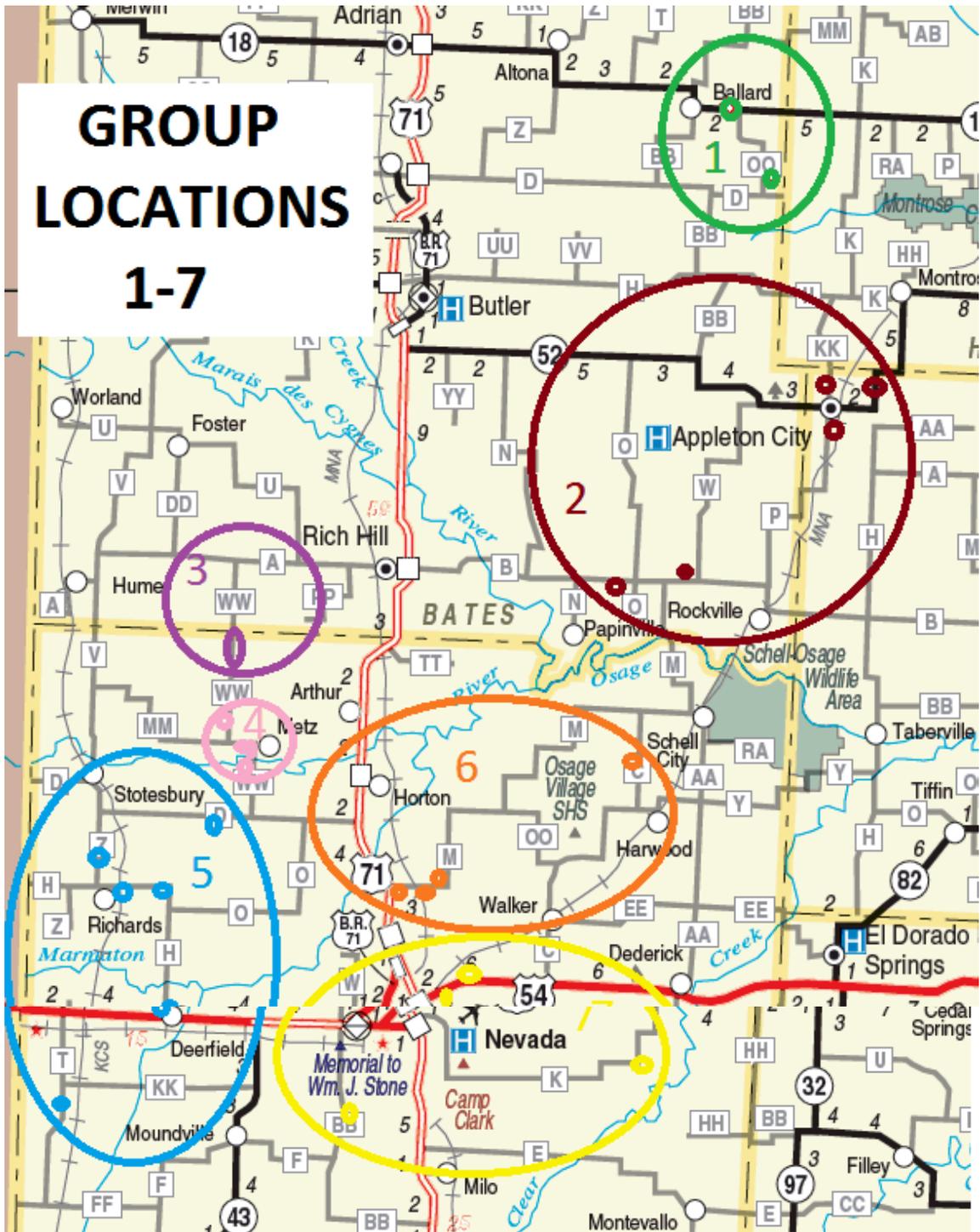
704 Judy Shrum 660-679-1202

707 Rex Foote 417-529-5845

728 Kendall Gire 417-549-0190

733 Bob King 660-460-0950

If unavailable, call Mark McCoy 417-529-4835



Circles 1-7 represent groups 1-7 listed on first page of bid. These are located in Bates, St.Clair and Vernon Counties.

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder’s attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34/359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

[] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the “United States” as defined in Section 34.350, RsMO, check the box at left.

[] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the “United States” as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

[] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the “United States” as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the Corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(Attach an additional sheet if necessary)

[] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers):

[] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder’s failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

My commission expires:

If checked (X), the following items are a provision of this quotation:

- The attachment entitled **“PREFERENCE IN PURCHASING PRODUCTS”** must be completed and returned with this request for quotation.
- Award of this request for quotation will be made on an “All Or Nothing” basis using the “lowest and best” principle of award.
- Award of this request for quotation will be made on a “**Group**” basis using the “lowest and best” principle of award.
- All materials/equipment/services quoted upon are F.O.B. Destination (as outlined above). Freight costs must be included in the unit price quoted and not listed as a separate line item.
- All materials/equipment/services quoted upon must comply with the attached MoDOT Specification # ___ and any other provisions outlined in this request for quotation.
- If this quotation is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of this request for informal quotation, for each affected craft and type of workmen in the following county(ies): _____ . The Annual Wage Order # _____ may be inspected at any District Headquarters Office or at the Headquarters Office in Jefferson City. The contractor shall submit weekly payroll documentation included with the project request for payment.
- If this quotation is accepted, the quoting firm will be required to secure a performance bond in the amount of 100% of the contract sum within two weeks of quote acceptance and prior to a Notice to Proceed by the Owner. The bond shall be issued by Surety, acceptable to the Owner. Costs of such bonds will be the responsibility of the quoting firm.
- The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by and Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
 1. Workmen's Compensation: Full coverage, including "Occupational Disease Act" requirements.
 2. Public Liability (includes property damage and personal injury):
 - a. Not less than \$400,000 each individual per accident or occurrence.
 - b. Not less than \$1,000,000 each accident or occurrence.
 3. Special Hazard Insurance: As required.
 4. Builder's Risk: Not less than the full Contract amount.
- The contractor will pay all sales and use taxes, which constitute a legal obligation arising out of this work. 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. The contractor will comply with local laws involving safety in the prosecution of the work.

VENDOR NAME:

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (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.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (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.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT 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/proposal, the Bidder/Offeror 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 proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- 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 purchase order and/or notice to proceed.
- d. 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.

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 MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. 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 Project Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request if applicable.
- b. 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.
- c. 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.
- d. 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.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

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.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri 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 MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) 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 MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. 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.

Executive Order

- a. 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/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
 - 1) If attached, the document entitled **"MISSOURI SERVICE-DISABLED VETERAN PREFERENCE"** should be completed and returned with the solicitation documents.
- d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the 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.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- 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.

Warranty

- a. 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 MoDOT, (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.

- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. 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.

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, 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 Offeror's performance of its obligations under this Agreement.

SPECIAL TERMS AND CONDITIONS

Insurance

(1) Prior to contract signing, the Offeror may be asked about its ability to provide certificates of insurance which meet, or approach, the following coverages:

- 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.

Required Specifications

- a. All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specification # E683 and any other provisions outlined in the solicitation documents.

Award

- a. Award of this bid/quote/proposal will be made on a "line item by line item" or "group" basis using the "lowest and best" principle of award.

IF NOT SUBMITTING A QUOTE, PLEASE COMPLETE AND RETURN THE FOLLOWING "NO QUOTE FORM" TO ASSIST THE PROCUREMENT STAFF IN OUR PROCESS EVALUATIONS.

THANK YOU

NO QUOTE

Date: _____

TO: Missouri Department of Transportation – District 7
General Services (Procurement) Division
3901 E. 32nd Street
Joplin, MO 64804
(417) 629-3226-Fax

FROM: _____

Our Company is submitting "No Quote" on RFQ# _____ for the reason(s) indicated

- () Product or service is not available or cannot meet the required specifications
- () Other obligations - cannot make required deadline
- () The delivery point or work location is outside of our territory or coverage/service area
- () Other – Please explain below:

Company Contact Person: _____ Phone # _____

- () Please keep our name on the bidder's list for future opportunities on this product or service.
- () Please remove our name for your bidder's list for this product service