

**BID FORM MISSOURI DEPARTMENT OF TRANSPORTATION**  
**D9 - Procurement**  
**PO Box 220 - 910 Old Springfield Rd**  
**Willow Springs, MO 65793**

REQUEST NO.	<b>D9100490RY</b>		
DATE	October 1, 2009		
PAGE NO.	1	NO. OF PAGES	25

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

**October 15, 2009 10:00 AM CST**

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

**BIDS ARE TO BE BASED F.O.B.**  
**MISSOURI DEPARTMENT OF TRANSPORTATION**  
 Submit net bid as cash discount stimulations will not be considered

**Iron County**  
**Reynolds County**

**BUYER:** Gloria Perkins

**TELEPHONE:** 417-469-6256

**EMAIL:** gloria.perkins@modot.mo.gov

**Storm Debris Removal**

MoDOT wishes to obtain services to perform mechanical shredding or grinding of all eligible debris from easements and right-of-way in Iron and Reynolds County. Prevailing wage laws for Iron and Reynolds County will apply. Services shall commence within one week of notice to proceed and conclude in 45 calendar days.

**Please note insurance requirements as indicated in the attached Terms and Conditions.**

**Note to Respondent:** All vendors must use the firm name under which he/she is registered to do business in the state of Missouri. The respondent must ensure that his/her firm name is registered with the office of the Secretary of State. All respondents must be in good standing prior to the issuance of "Notice to Proceed".

<http://www.sos.mo.gov/business/corporations/onlineServices.asp>

Effective January 1, 2009 and pursuant to RSMo 285.530 (1), 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. Additional specific information is included herein.

<http://www.moga.mo.gov/statutes/C200-299/2850000530.HTM>

E-Verify is an example of a federal work authorization program. 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](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm)

**(SEE ATTACHED 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 quoted within \_\_\_\_\_ 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



## 1.0 Introduction

- 1.1 The purpose of this contract is to obtain services to shred or grind all eligible debris from easements and right-of-way along designated routes in Iron and Reynolds County for the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT).
- Route 21, Iron County:  
Beginning at Rt. N near Lesterville and ending at Jct. 21/49 near Glover
  - Route E, Iron County:  
Beginning at Rt. 21 near Arcadia and ending at Madison County Line
  - Route N, Reynolds County:  
Beginning at Rt. 21 near Lesterville and ending 1 mile north Rt. MM
  - Route 49, Reynolds/Iron County:  
Beginning at Rt. N near Lesterville and ending at Rt. 32
  - Route J, Reynolds County:  
Beginning at Rt. 49 near Black and ending at Rt. KK
- 1.2 This document, referred to as a Request for Bid (RFB), is divided into the following parts:
- Introduction
  - Scope of Work
  - Bid Submission
  - Pricing Page
  - Attachments
  - Terms and Conditions
- 1.3 The following MHTC definitions and terms apply to this contract:
- **Construction and Demolition (C&D) Debris:** Debris generated by building materials, such as fencing, roofing, lumber, drywall, carpeting, plastic, glass, etc. (Generally, anything other than vegetative and hazardous wastes debris).
  - **Eligible Debris:** For the purpose of this bid, eligible debris shall consist of damaged trees and tree limbs on MHTC right-of-way on the routes specified in the project bid documents. The debris shall be free of treated lumber, plastic, garbage, and household hazardous waste, construction and demolition debris.
  - **Garbage:** Waste that is regularly picked up by a solid waste disposal company. Example: food, plastics, wrapping, papers.
  - **Hazardous Waste:** Includes the following; Household Hazardous Waste (HHW), Hazardous or Toxic Waste (HTW) and Industrial Waste (IW): Any waste or combination of wastes of a solid, liquid, contained gaseous, or semisolid form which because its quantity, concentration or physical, chemical or infectious characteristics may pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of, or otherwise managed. This includes any other material and products from institutional, commercial, recreational, industrial and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) corrosive; and/or 4) reactive.
  - **Ineligible Debris:** Debris that is not approved by MHTC Representatives, such as unauthorized debris from private property, construction and demolition waste, or waste not generated as a result of a disaster.
  - **MHTC Representative:** Shall mean a MHTC employee or any other authorized representative directed by the MHTC for the project.



## 2.0 SCOPE OF WORK

### 2.1 General Requirements

- 2.1.1 The Contractor shall provide for the mechanical shredding or grinding of all eligible debris from the Counties listed at designated locations on MHTC right-of-way (see definitions of eligible debris). MHTC will be responsible for the disposal of root balls and stumps associated with the project.
- Route 21, Iron County:  
Beginning at Rt. N near Lesterville and ending at Jct. 21/49 near Glover
  - Route E, Iron County:  
Beginning at Rt. 21 near Arcadia and ending at Madison County Line
  - Route N, Reynolds County:  
Beginning at Rt. 21 near Lesterville and ending 1 mile north Rt. MM
  - Route 49, Reynolds/Iron County:  
Beginning at Rt. N near Lesterville and ending at Rt. 32
  - Route J, Reynolds County:  
Beginning at Rt. 49 near Black and ending at Rt. KK
- 2.1.1 Debris shall be shred or ground mechanically at its point of origination and blown back into the forest along the MHTC right-of-way. Work shall be performed from public property only. The estimated amount of debris to be removed under this contract is shown on the pricing page, but not guaranteed. Payment will be based on the unit price listed on each line of the pricing page. Prior to submitting bids, bidders should inspect the listed routes in order to have a clear understanding of the scope of work.
- 2.1.2 Hauling will not be permitted of any storm debris unless approved by MHTC.
- 2.1.3 Hand-fed brush chippers shall not be used unless approved by MHTC.
- 2.1.4 The Contractor must ensure eligible debris is cut, sheared or pulled loose and readily available for grinding; shredding equipment is to be operating at all times.
- 2.1.5 Ineligible debris shall not be shred or ground under this contract. The Contractor is liable for all ineligible debris handled during the life of this contract.

### 2.2 Specific Requirements

- 2.2.1 The Contractor shall make a maximum of one (1) pass on the routes specified in the bid document. The Contractor shall not move from one designated work area to another designated work area without prior approval from a MHTC representative. Progress will be evaluated on a weekly basis.
- 2.2.2 Any eligible debris, such as fallen trees, which extend onto MHTC right-of-way from private property, shall be cut at the point where it enters the right-of-way. Only that part of the debris that lies within the right-of-way shall be removed. The Contractor shall not enter onto private property during the performance of this contract. MHTC representative will provide guidance identifying eligible debris and right-of-way limits.
- 2.2.3 Contractors shall note that a portion of the project may occur in residential areas. The Contractor should exercise due care to minimize any damages to trees, shrubs, landscaping, fences and general property. The Contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to MHTC. The debris work area shall be left clear of limbs and fallen trees, as reasonably and practical under the conditions of this project.



- 2.2.4 The Contractor shall use equipment and perform work in a manner to prevent damages to MHTC's infrastructure facilities and adjacent right-of-way, including all landscaped areas. All equipment shall be approved by MHTC prior to use. All shredding and grinding equipment is required to operate from the highway or right-of-way using buckets and/or boom devices to load the materials into the shredding or grinding equipment. Any damage to private property, sidewalks, curbs, fences, drainage pipes or roadway shall be repaired at the expense of the contractor.
- 2.2.5 The Contractor shall conduct the work so as not to interfere with the activities of any government agency or public utilities.
- 2.2.6 MHTC reserves the right to inspect the site, verify quantities and review operations at any time.
- 2.2.7 All work shall be accomplished in a safe manner in accordance with City, County, State and OSHA Safety Standards.
- 3.0 **Debris Classification**
- 3.1 Eligible Debris. Eligible debris is considered all vegetative storm-related debris that is located within the public right of way and defined below.
- Eligible debris shall consist of brush, limbs, branches, and downed trees located within MHTC right-of-way of the counties and routes listed.
- 4.0 **Performance Schedule**
- 4.1 The Contractor shall commence performance within one (1) week of receipt of notice to proceed.
- 4.2 Prior to commencing debris shredding or grinding operations the Contractor shall, with MHTC's direction, provide a work plan showing where operations will begin and which roads will be cleared on a 7 and 14-day projection. The plan shall be updated every Monday.
- 4.3 All activity associated with debris operations shall be performed during daylight hours. The contractor may work seven (7) days per week, including holidays, as directed by MHTC.
- 4.4 Maximum allowable time for completion shall be 45 calendar days, unless MHTC initiates additions or deletions to the contract by written change orders. Both parties pursuant to applicable county, state and federal law will equitably negotiate subsequent changes in cost and completion time.
- 5.0 **Equipment**
- 5.1 All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. All trucks and other equipment shall be equipped with back up alarms. The Contractor is responsible for ensuring all shredding or grinding transport equipment complies with state and local laws. All equipment shall be inspected by the Contractor prior to use. The Contractor will provide a form for this purpose.



5.2 Prior to commencing debris grinding and shredding operations, the Contractor shall present to MHTC all trucks, trailers, and other equipment that will be used for shredding or grinding debris. Trucks or equipment, which are designated for use under this contract, shall not be used for any other work during the working hours of this contract.

5.3 The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Shredding and grinding equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. If non-rubber tired shredding and grinding equipment is used, the equipment must be equipped with pads such that damage to the roadway pavement surface does not occur. Excessive size shredding equipment must be approved by MHTC. MHTC will pay only for hours shredding and grinding equipment is productively operating.

5.4 The Contractor shall assume responsibility for the cleanup and disposal of any hazardous substances that are emitted, discharged, spilled, leaked, or released in any manner from the shred/grind operations.

#### 6.0 **Reporting**

6.1 The Contractor shall submit a report to the MHTC representative each day for the term of the contract. A sample daily shredding record is attached. Each report shall contain, at a minimum, the following information: MHTC and Contractor shall agree on an estimated amount of debris on each specified route prior to shredding or grinding storm debris.

- Contractor's Name
- Contract Number
- County and Route
- Location of Work
- Day of Report
- Daily and Cumulative Totals of Debris Shredded & Hours of Operation

6.2 Discrepancies between the daily operational report and the corresponding shredding tickets shall be reconciled no later than the following day.

6.3 The MHTC representative will be responsible for monitoring the daily progress of shred/grind operations.

#### 7.0 **Other Considerations**

7.1 The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

7.2 The Contractor shall be duly licensed in accordance with the state and county statutory requirements to perform the work.

7.3 The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractors or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to MHTC.



- 7.4 MHTC will provide all traffic control. Contractor shall not work outside of MHTC traffic control operations without prior approval for each occurrence or request.
- 7.5 The Contractor is responsible for obtaining all applicable environmental and regulatory permits prior to the contractor commencing operations.
- 7.6 The Contractor is responsible for dust control. The Contractor shall be in compliance with all state and local laws for dust control.
- 7.7 MHTC may suspend contractor operations due to inclement weather. The performance period may be extended for weather delays.
- 8.0 **Measurement**
- 8.1 Measurement for all debris shred or ground shall be by the cubic yard as determined by the eligible debris estimated on each specified route, as supported by the shred ticket. The Contractor may be requested to dispose of more or less than the estimated quantity of debris shown on each individual bid line of the pricing page. MHTC reserves the right to limit the total amount of debris disposal to 110% of the estimated amount of debris shown on the pricing page.
- 8.2 Debris chips shall be no larger than 8 cubic inches.
- 9.0 **Insurance**
- 9.1 Prior to contract signing, the Contractor agrees to furnish MHTC with all applicable certificates of insurance. See Insurance Requirements as indicated in the attached Terms and Conditions. **All Bidders Must Supply A Current Certificate Of Liability Insurance With Their Bid.**
- 10.0 **Payment**
- 10.1 Payment for work completed may be invoiced on a twice per month basis. Invoices shall be based on reconciled shred tickets from the daily operational reports. Payment will be based on the unit pricing submitted by the Contractor in the pricing page.
- 10.2 Time is of the essence to the performance hereunder and MHTC shall recover from the Contractor any delay costs caused by the acts or omissions of the Contractor or its agents. Except as otherwise provided herein, payment shall be made for actual work accepted and completed. If the Contractor has not been paid within thirty days following the date of hand delivery to the MHTC authorized representative of said invoice, the Contractor shall also be paid a late payment charge consisting of interest calculated at the rate of one and one-half percent per month calculated from the expiration of the thirty-day period until fully paid. Payment made is based on the postmark date or hand delivery date. No late payment interest shall be due and owing for payments withheld in good faith for reasonable cause.
- 10.3 For reasonable cause and/or when satisfactory progress has not been achieved by the contractor during any period for which a payment is to be made, the MHTC authorized agent may retain a percentage of said payment, not to exceed 10% of the contract value to insure performance of the contract. Said cause and progress shall be determined by the MHTC authorized agent, in his sole discretion, based on his assessment of any past performance of the Contractor and the likelihood that such performance will continue.



- 10.4 MHTC may withhold payment or final payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.
- 10.5 Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within thirty days of the certification of completion of the project by the MHTC authorized agent provided the Contractor has completed filing of all contractually required documents and certifications with the MHTC authorized agent including acceptable evidence of the satisfaction of all claims or liens.
- 11.0 Changes, Additions, Deductions and Extra Work**
- 11.1 Upon proper action by the MHTC Representative, MHTC may authorize changes, additions or deductions from the work to be performed by written notice to the Contractor. No extra work shall be done or any obligation incurred except upon written order by the MHTC Representative. If any change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, the MHTC Representative shall make an equitable adjustment and modify the contract in writing through the use of a Change-order.
- 12.0 Termination of Contract**
- 12.1 This contract may be terminated at any time for the convenience of MHTC. MHTC agrees to pay the contractor for all work completed through the termination date, as well as any demobilization costs that were a part of the original contract.
- 12.2 This contract shall be terminated for cause if the Contractor defaults in the performance of any of the terms hereof, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise fails to cure any other deficiency identified by the MHTC Representative within 24 hours of delivery of notice of said deficiency. MHTC retains all other legal or equitable rights or remedies existing as a result of said default, including but not limited to any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5% of said contract price.
- 13.0 Warranties and Representations**
- 13.1 This contract is binding upon and inures to the benefit of MHTC or Assigns and is the whole agreement of the parties and governed by the Law of the State of Missouri.
- 13.2 It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this contract, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.
- 13.3 The Contractor shall comply with all Federal, State, County, and municipal laws, ordinances, and regulations. The Contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The Contractor further certifies he is eligible to perform this contract under local and Federal law, is not now and has never been debarred from performing Federal or State government contracts and that all subcontractors used in the performance of this contract have the same qualifications.



**14.0 Stop Work**

- 14.1 Stop Unsafe Work. MHTC may immediately stop work on that portion of the job affected by a safety hazard, until it is corrected.
- 14.2 Issue a Stop Work Order. If MHTC determines the deficiency is serious, MHTC can issue a stop work order.
- 14.3 MHTC will notify the Contractor, in writing, of any observed noncompliance with the aforementioned Federal, State, or local laws or regulations. Such notice, when delivered to the Contractor at the site of the work, shall be deemed sufficient for the purpose. After receipt of such notice, immediately inform the MHTC's authorized agent of proposed corrective action, and take such action as may be approved. If the Contractor fails or refuses to comply promptly, MHTC's authorized agent may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall make no part of the time lost due to any such stop orders the subject of a claim for extension of time, or for excess costs or damages.

**15.0 Notices**

- 15.1 At the time of award, the Contractor shall designate, in writing, a Contract Representative to receive any Notice required hereunder and who shall be available at the local work site in the designated counties, during all times that the Contractor is performing work in accordance herewith. A copy of said designation shall be provided to the MHTC authorized agent at the time of award.
- 15.2 The only MHTC personnel authorized to receive any Notice required hereunder is the MHTC Representative. Said Notice must be hand delivered during normal business hours to the location designated by MHTC authorized agent.

**16.0 Other Contracts**

- 16.1 MHTC reserves the right to issue other contracts or direct other contractors to work within the area included in this contract.

**17.0 Bid Submission**

- 17.1 All bids must be received in a sealed envelope clearly marked "**D9100490RY Debris Removal**".
- 17.2 All bids must be received at the following address no later than October 15, 2009 at 10:00 a.m., CST.

Missouri Department of Transportation  
D9 Procurement  
Attn: Gloria Perkins  
PO Box 220  
Willow Springs, MO 65793



- 17.3 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.
- 17.4 Open Competition / Request For Bid Document:
- 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.
  - 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.
  - 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.
  - 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 appear to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- 17.5 Pursuant to 285.530 RSMo, the bidder must affirm 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 Signature and Identity of Bidder form, attached herein,
  - Submitting a completed, notarized copy of the applicable portion of Exhibit A, **WORKER ELIGIBILITY VERIFICATION AFFIDAVIT or APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP**, and
- 17.6 *Proposal/Bid Guaranty/Contract Bond:*
- Each bid/proposal 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.



- 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 MoDOT 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.
- 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.

17.7 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.

17.8 Contract Award – The contract will be awarded by line item to the lowest responsive bidder using the “lowest and best” principle of award.

18.0 **Attachments**

- Pricing Page
- Sample Shred Ticket
- Sample Daily Report
- Anti Collusion Statement
- Preference in Purchasing Products
- Mo Domestic Products Procurement Act
- Signature and Identity of Bidder
- Worker Eligibility Verification
- Applicant Affidavit for Sole Proprietorship or Partnership
- Bid Bond
- Mo Service Disabled Veterans Business Preference



**PRICING PAGE**

Bidder shall provide firm, fixed prices to provide services in accordance with the provisions and requirements of this RFB. All costs associated with providing the required services shall be included in the prices stated below. Routes have been prioritized below by order of importance.

<b>Prioritized Debris Removal by County &amp; Route</b>					
<b>Item #</b>	<b>Description</b>	<b>Estimated Debris</b>	<b>Estimated Shred Time</b>	<b>Unit Price</b>	<b>Extended Amount</b>
001	Reynolds County Route N	2,500 Cubic Yards	_____ Hrs. to Shred/Chip Estimated Qty	\$ _____/Hr to Shred/Grind Debris Estimate	\$ _____
002	Iron County Route 21	1,600 Cubic Yards	_____ Hrs. to Shred/Chip Estimated Qty	\$ _____/Hr to Shred/Grind Debris Estimate	\$ _____
003	Reynolds County Route 49	1,100 Cubic Yards	_____ Hrs. to Shred/Chip Estimated Qty	\$ _____/Hr to Shred/Grind Debris Estimate	\$ _____
004	Reynolds County Route J	1,200 Cubic Yards	_____ Hrs. to Shred/Chip Estimated Qty	\$ _____/Hr to Shred/Grind Debris Estimate	\$ _____
005	Iron County Route E	400 Cubic Yards	_____ Hrs. to Shred/Chip Estimated Qty	\$ _____/Hr to Shred/Grind Debris Estimate	\$ _____
<b>Total Bid</b>					<b>\$ _____</b>

\* The quantities in this bid schedule are estimated quantities, provided for bid purposes only. The actual quantities may be less than or exceed this estimate. Price per hour remains the same regardless of actual quantity. Bid price must include all costs necessary to fulfill the contract.



### SAMPLE SHREDDING TICKET

<b>SHREDDING TICKET</b>
<b>TICKET NUMBER:</b>
<b>CONTRACTOR</b>
<b>CONTRACT NUMBER</b> <b>D9100490RY</b>
<b>DATE:</b>
<b>Route:</b>
<b>CUBIC YARDS SHRED</b> _____
<b>HOURS OF OPERATION:</b> _____
<b>COMMENTS:</b>



**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 \_\_\_\_\_

# PREFERENCE IN PURCHASING PRODUCTS

DATE: \_\_\_\_\_

The bidders attention is directed to Section 34.076 RSMo 2000 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 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.**







**STORM DEBRIS REMOVAL  
BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we \_\_\_\_\_

\_\_\_\_\_,  
as Principal and \_\_\_\_\_, as Surety are held and firmly bound  
unto the **STATE OF MISSOURI** (acting by and through the **Missouri Highways and Transportation  
Commission**) in the penal sum of:

\_\_\_\_\_ **Dollars**  
(\$ \_\_\_\_\_) to be paid to the **State of Missouri or to the Missouri Highways and  
Transportation Commission**, to be credited to the State Road Fund, the Principal and Surety binding themselves,  
their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_

**THE CONDITION OF THIS OBLIGATION** is such that:

**WHEREAS**, the Principal is submitting herewith a bid to the Missouri Highways and Transportation Commission  
for furnishing **Storm Debris Removal** as set out in the bid to which this bond is attached.

**NOW THEREFORE**, if the Missouri Highways and Transportation Commission shall accept the bid of the  
Principal and if said Principal shall properly execute and deliver to the Missouri Highways and Transportation  
Commission the contract and contract bond in compliance with the requirements of the bid, the specifications and  
the provisions of law, to the satisfaction of the Highways and Transportation Commission, then this obligation shall  
be void and of no effect, otherwise to remain in full force and effect.

In the event the said Principal shall, in the judgment of the Missouri Highways and Transportation Commission, fail  
to comply with any requirement as set forth in the preceding paragraph, then the State of Missouri acting through  
the Missouri Highways and Transportation Commission shall immediately and forthwith be entitled to recover the  
full penal sum above set out, together with court costs, attorney's fees and any other expense of recovery.

(SEAL)

\_\_\_\_\_  
Principal

Signature

(SEAL)

\_\_\_\_\_  
Surety

By

\_\_\_\_\_  
Attorney-in-Fact

**NOTE:** This bond must be executed by the PRINCIPAL and by a CORPORATE SURETY authorized to conduct  
surety business in the State of Missouri.

**MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE**

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.

Definitions:

**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.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran 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:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name, (Please Print)	Service-Disabled Veteran Business Name
<i>Service-Disabled Veteran's Signature</i>	Missouri Address of Service-Disabled Veteran Business

## 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. 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 (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
  - 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
  - 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
  - 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

#### **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

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.

### Prevailing Wage

- a. If the bid/quote/proposal 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 the issuance of the solicitation, for each affected craft and type of workmen in the following counties: **Iron and Reynolds**. The Annual Wage Order #16 may be inspected at any District Office or at the Central Office in Jefferson City, MO.
- b. The Contractor shall submit notarized weekly payroll affidavit documentation included with the project request for payment. The successful vendor must provide a lien waiver from all material suppliers.

### Permits, Licenses and Safety Issues

- a. 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.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

### Award

- a. Award of this bid/quote/proposal will be made on an "Item By Item" basis using the "lowest and best" principle of award.

### Failure to Execute Contract

- a. 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.

### Environmental Issues

Attention of the bidder is invited to the **Land Reclamation Act, Chapter 444, Laws of 1971, (House Bill 519)** and the necessity for compliance if applicable.