

**Solicitation Number: IFB605KC24001726**

**Kansas City I-35 from MO-152 to Route PP Mowing Project**

MoDOT Invitation to Bid (IFBR)

**MoDOT - KC**

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## General Header Information

**No.** IFB605KC24001726  
**Title:** Kansas City I-35 from MO-152 to Route PP Mowing Project  
**Start Date:** March 04, 2024 at 4:00:00 PM GMT  
**End Date:** March 22, 2024 at 7:00:00 PM GMT  
**Vendor Q&A Start Date:**  
**Vendor Q&A End Date:**  
**Estimated Total Value:**  
**Who can respond to this bid? :** All Vendors  
**Description:** The Missouri Department of Transportation Kansas City District is seeking qualified contractors to establish a contract to provide I-35 Highway mowing from MO-152 to Route PP. The solicitation will be awarded on a firm fixed-pricing, low-bid basis. The contract period will be from April 15, 2024 through April 14, 2025 with up to four (4) optional one-year renewals.  
**Delivery Terms:** Free On Board Destination  
**Delivery Notes:** Mowing service may begin with MODOT Kansas City District Notice to Proceed. See attached documents. All costs for delivery (freight, handling, etc.) shall be included in unit price bid.  
**Payment Terms:** Vendor Specified  
**Payment Notes:** Payment will be made in full after the completion of all contracted services per cycle and receipt of a correct invoice. A single invoice per cycle is requested when all work is finished to be emailed to KCAP@modot.mo.gov .  
**Contact Information:** MoDOT - KC  
MODOT - KANSAS CITY DISTRICT  
DISTRICT PROCUREMENT  
Preferred contact by email to KCProcurement@modot.mo.gov  
2050 NE Independence Ave  
Lee's Summit MO, 64064  
Tel: 816-347-2236 Chance Fisher  
Tel: 816-347-4103 Jody Jordan  
Tel: 816-347-4113 Robert Cleveland  
**Contact Details:** If you have any questions, please contact:  
MODOT - KANSAS CITY DISTRICT  
DISTRICT PROCUREMENT  
Preferred contact by email to KCProcurement@modot.mo.gov  
2050 NE Independence Ave  
Lee's Summit MO, 64064  
Tel: 816-347-2236 Chance Fisher  
Tel: 816-347-4103 Jody Jordan  
Tel: 816-347-4113 Robert Cleveland  
**Selected Categories:**

## Header Custom Fields: NOTICE

### *Vendor Responsibility*

**The vendor is solely responsible for ensuring timely submission of their solicitation response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.**

**The State of Missouri's Privacy Policy can be accessed [here](#).**

## CONTACT FOR BIDDER QUESTIONS

### *Bidder Questions*

All questions concerning this project during the bidding process shall be forwarded to the project contact listed below:

Senior Maintenance Operations Specialist, David Eppright

E-mail: [david.eppright@modot.mo.gov](mailto:david.eppright@modot.mo.gov)

Phone: Office – 816-607-2028

Cell – 816-813-1510

## MODOT Section Numbering

### *Section Numbering*

All section numbering contained in this solicitation is for the convenience of reference only and is not intended to define or limit the scope of any provision of this solicitation and may not be sequential.

**Solicitation Requirements:**  
**MoDOT Instructions for Submitting a Response**

*Instructions for Submitting a Response*

The Missouri Department of Transportation advertises all bid solicitation documents on the MissouriBUYS Bid Board (<https://www.missouribuys.mo.gov>). MissouriBUYS is the State of Missouri's web-based statewide eProcurement system which is powered by WebProcure, through our partner, Perfect Commerce.

**IMPORTANT NOTICE TO ALL VENDORS:**

**The Missouri Department of Transportation prefers receipt of all bid responses as electronic submissions. Hard copy submissions may be permitted based on the circumstances and content of the relevant solicitation with the approval of the buyer five (5) business days prior to the solicitation close date.**

**The solicitation as it appears digitally on the MissouriBUYS website is the official document of record. It is incumbent on the Vendor to inspect and ensure any downloaded or printed version of the solicitation that it contains all information, terms and conditions contained in the solicitation as it appears digitally on the MissouriBUYS website. In the event of any dispute regarding the contents of the solicitation, the solicitation as it appears digitally on the MissouriBUYS website shall take precedence and priority over any other downloaded or printed version of the solicitation.**

**The vendor is solely responsible for ensuring timely submission of their solicitation response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.**

To respond electronically to a solicitation, the vendor must first register with MissouriBUYS by going to the MissouriBUYS Home Page (<https://missouribuys.mo.gov>), clicking the "Register" button at the top of the page, and completing the Vendor Registration. Once registered the vendor should log back into MissouriBUYS and edit their profile by selecting the organizational contact(s) that should receive an automated confirmation of the vendor's electronic bid responses successfully submitted to the state.

To respond electronically to a solicitation, the vendor must login to MissouriBUYS and locate the desired solicitation on the Bid Board. The vendor must read and accept the current Solicitation Documents and any subsequent addendums, as well as complete pricing and any other identified requirements. Vendors should upload their completed response to these accepted documents (including exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are available on the MissouriBUYS system at:

[https://missouribuys.mo.gov/sites/missouribuys/files/How\\_To\\_Respond\\_To\\_A\\_Solicitation.pdf](https://missouribuys.mo.gov/sites/missouribuys/files/How_To_Respond_To_A_Solicitation.pdf)

Addendum Document: If an addendum document is subsequently issued, please follow these steps to accept the addendum document(s).

1. If you have not accepted the original solicitation document go to the Overview page, find the section titled, Original Solicitation Documents, review the solicitation document(s) then click on the box under Select, and then click on the Accept button.
2. To accept the addendum document, on the Overview page find the section titled Addendum Document, review the addendum document(s) then click on the box under Select, and then click on the Accept button.

Note: If you submitted an electronic response prior to the addendum date and time, you should review your solicitation response to ensure that it is still valid by taking into consideration the revisions addressed in the addendum document. If a revision is needed to your solicitation response and/or to indicate your acceptance of the addendum document, you will need to retract your response and re-submit your response by following these steps:

1. Log into MissouriBUYS.
2. Select the Solicitations tab.
3. Select View Current Solicitations.
4. Select My List.
5. Select the correct Opportunity Number (Opportunity No); the Overview page will display.
6. Click on Review Response from the navigation bar.
7. Click on Retract if your response needs to be revised.
8. A message will come up asking, "Are you sure you want to retract the Bid". Click on Continue to confirm.
9. Click on Respond and revise as applicable.
10. Click on Review Response from the navigation bar and then click on Submit to submit your response.

## MoDOT STANDARD SOLICITATION PROVISIONS

### *1.1. Solicitation Authority*

The solicitation for the procurement of supplies or services referenced therein, the Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions, is governed by the provisions of Title 7 - Missouri Department of Transportation, Division 10, Missouri Highways and Transportation Commission, Chapter 11- Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT), draws the Bidders attention to said 7 CSR 10-11 for all provisions governing solicitation, receipt of bids/quotes, and award of the contract.

### *1.2 Bids / Quotes to be Submitted by Officer or Employee*

All bids/quotes must be submitted by an authorized representative of the firm. Obligations assumed by such submission must be fulfilled.

### ***1.3 MHTC Rights Reserved***

Work is to be performed under the general supervision and direction of MoDOT. If awarded, the Contractor agrees to furnish any and all equipment, supplies and/or services specified in the solicitation, at the prices quoted, pursuant to all requirements and specifications contained herein.

### ***1.4 Personal Privacy Protection Act Notification***

MHTC and MoDOT comply with all provisions in the Personal Privacy Protection Act found in section 105.1500, RSMo, and follow practices to keep confidential and sensitive information secure. Bidders acknowledge that submission of information is voluntary and that MHTC is not asking or requiring the submission of “personal information” as defined in the act. By submitting a bid, Bidders and Contractors agree to not to bring a suit against MHTC, or any employees, under section 105.1500, RSMo.

## **MoDOT IFB GENERAL TERMS AND CONDITIONS**

### ***2.1 Definitions***

**Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms. Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any addendum thereto, the definition or meaning described below shall apply.**

2.1.1. **Addendum** means a written official modification to an IFB.

2.1.2. **Amendment** means a written official modification to a contract.

2.1.3. **Attachment** applies to all forms or documents which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.

2.1.4. **Bid end date and time** and similar expressions mean the exact deadline required by the IFB for the receipt of bids.

2.1.5. **Contract** means the resulting agreement that has been executed by the successful bidder and the Commission.

2.1.6. **Exhibit** applies to forms which are included with an IFB for the vendor to complete and submit with the bid prior to the specified end date and time.

2.1.7. **Invitation for Bid (IFB)** means the solicitation document issued to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.

2.1.8. **May** means a certain feature, component, or action is permissible, but not required.

2.1.9. **Must** means a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.

2.1.10. **Pricing page(s)** applies to the form(s) which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. Pricing page(s) must be completed and submitted by the vendor with the bid response prior to the specified bid end date and time.

2.1.11. **Revised Statutes of Missouri (RSMo)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri.

2.1.12. **Shall** has the same meaning as the word must.

2.1.13. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

## ***2.2 Nondiscrimination***

**The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, et seq.); and with any provision of the Americans with Disabilities Act (42 U.S.C. Section 12101, et seq)..**

2.2.1 Sanctions for Noncompliance: In the event of the Contractor's noncompliance with these nondiscrimination provisions of the Contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

2.2.1.1 withholding of payments to the Contractor under the Contract until the Contractor complies, and/or,

2.2.1.2 cancellation, termination or suspension of the Contract, in whole or in part.

## ***2.3 Contract/Purchase Order***

**By submitting a response, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.**

2.3.1. The Contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTCs acceptance of the bid by post-award contract or purchase order.

2.3.2. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order

## ***2.4 Applicable Laws and Regulations***

**The Contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all applicable local, state, and federal laws and regulations related to the performance of the Contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.**

2.4.1. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.

2.4.2. Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services in the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, and a current Certificate of Registration from the Secretary of State of the state of Missouri.

## ***2.5 Open Competition and IFB Document***

**It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from vendors regarding specifications, requirements, competitive bid process, etc., must be directed to the IFB Contact, unless the IFB specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official bid end date.**

2.5.1. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all vendors will be advised, via the issuance of an addendum to the IFB, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB end date may not be answered.

2.5.2. Vendors are cautioned that the only official position of the MHTC is that which is issued in the IFB or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

2.5.3. The IFB is available for viewing and downloading on the MissouriBUYS Statewide eProcurement System. Registered vendors are electronically notified of those bid opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendors e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/>.

2.5.4. MoDOT reserves the right to officially amend or cancel an IFB after issuance. It shall be the sole responsibility of the vendor to monitor the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the IFB was established and registered vendors who have responded to the IFB on-line prior to an addendum being issued, should receive e-mail notification of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the IFB was established and registered vendors who have responded to the bid on-line prior to a cancellation being issued, should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the IFB.

## ***2.6 Preparation of Bids***

Vendors must examine the entire IFB carefully. Failure to do so shall be at the vendor's risk.

2.6.1. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.

2.6.2. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The vendor may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the vendor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.

2.6.3. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.

2.6.4. In the event that the vendor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such vendor may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the IFB, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable. If MHTC determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.

2.6.5. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.

2.6.6. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.

2.6.7. Bids, including all pricing therein, shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.

2.6.8. Any foreign vendor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

## ***2.7 Submission of Bids***

**Registered vendors may submit bids electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/> or by delivery of a hard copy to the Contact address shown on the Solicitation General Header Information. Vendors that have not registered on the MissouriBUYS Statewide eProcurement System may submit bids hard copy to the Contact address shown on the Solicitation General Header Information. Delivered bids must be sealed in an envelope or container, and received in the required location no later than the exact end date and time specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the vendors organization, (2) contain all information required by the IFB, and (3) be priced as required. It shall be the responsibility of the vendor to ensure their bid is in the required location no later than the exact end date and time specified in the IFB.**

2.7.1. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official end date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.

2.7.2. A bid submitted electronically by a registered vendor may be modified on-line prior to the official end date and time. A bid which has been delivered to the MHTC office may be modified by signed, written notice which has been received in the required location prior to the official end date and time specified. A bid may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to modify a bid shall not be honored.

2.7.3. A bid submitted electronically by a registered vendor may be retracted on-line prior to the official end date and time. A bid which has been delivered to the required location may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received at the required location prior to the official end date and time specified. A bid may also be withdrawn in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.

2.7.4. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the vendor.

2.7.5. When submitting a bid electronically, the registered vendor indicates acceptance of all IFB requirements, terms and conditions by clicking on the Review and Submit button on the Response Review tab.

2.7.6. Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

## ***2.8 Bid Opening***

**Bid openings are public on the end date and at the opening time specified on the IFB document. All vendors may view the same bid response information on the MissouriBUYS Statewide eProcurement System. MHTC will not provide prices or other bid information via the telephone.**

2.8.1. Bids which are not received in the MHTC office prior to the official end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened.

## ***2.9 Evaluation and Award***

**Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the vendor and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.**

2.9.1. Any pricing information submitted shall be subject to evaluation if deemed to be in the best interest of the MHTC.

2.9.2. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the MHTC. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the MHTC.

2.9.3. Awards shall be made to the vendor whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the vendor, and all other evaluation criteria specified in the IFB and (3) complies with all applicable Missouri statutes and Executive Orders.

2.9.4. In the event all vendors fail to meet the same mandatory requirement in an IFB, MHTC reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, MHTC reserves the right to waive any minor irregularity or technicality found in any individual bid.

2.9.5. MHTC reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, MHTC may negotiate for the required supplies.

2.9.6. When evaluating a bid, the MHTC reserves the right to consider relevant information and fact, whether gained from a bid, from a vendor, from vendor references, or from any other source.

2.9.7. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.

2.9.8. Any award of a contract shall be made by notification to the successful vendor. MHTC reserves the right to make awards by item, group of items, or an all or none basis unless otherwise identified in the solicitation. The grouping of items awarded shall be determined based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the MHTC.

2.9.9. All bids and associated documentation which were submitted on or before the official end date and time will be considered open records pursuant to section 610.021, RSMo, following the official opening of bids.

2.9.10. The MHTC posts all bid results on the MissouriBUYS Statewide eProcurement System website for all vendors to view for a reasonable period of time after bid award.

2.9.11. The MHTC reserves the right to request clarification of any portion of the vendor response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

2.9.12. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 7 CSR 10-11.020 (10).

2.9.13. The final determination of contract award(s) shall be made by the MHTC.

## ***2.10 Executive Order***

**The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, shall be incorporated herein by reference and made a part of the Contract.**

2.10.1. 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.

2.10.2. 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 cancellation, termination or suspension in whole or in part or both.

2.10.3. 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.

## ***2.11 Preferences***

**In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(9). Contractors should apply the same preferences in selecting subcontractors.**

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

## ***2.12 Cancellation of Contract***

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.

## ***2.13 Bankruptcy or Insolvency***

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, or for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.

## ***2.14 Warranty***

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. 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.

## ***2.15 Status of Independent Contractor***

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters. The Contractor shall further understand that the MHTC cannot save and hold harmless or indemnify the Contractor and/or its employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees performed in connection with the Contract.

## ***2.16 Non-Waiver***

If one of the parties agrees to waive its right to enforce any term of the Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of the Contract.

## ***2.17 Indemnification***

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the Contract.

## ***2.18 Right of Acceptance and/or Rejection***

MoDOT reserves the right to reject any responses, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the response, unit prices will govern.

## ***2.19 Inspection and Acceptance***

**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.**

2.19.1. 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.

2.19.2. 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.

2.19.3. The MHTCs right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

## ***2.20 Invoicing and Payment***

**The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.**

2.20.1. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the MHTC.

2.20.2. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.

2.20.3 The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.

2.20.4. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

## ***2.21 Conflict of Interest***

**Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.** Additionally, section 226.090 prohibits any member of the Highways and Transportation Commission, engineer, or other person appointed or employed by the commission from having any direct or indirect pecuniary interest in, or acting as agent for, the sale of road or bridge building material, equipment, tools, machinery or supplies.

2.21.1. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the Contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

## ***2.22 Tax Exempt Status***

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the Contract.

## ***2.23 Anti-Discrimination Against Israel Act Certification***

2.23.1 If the contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.

2.23.2 If the contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the Contract, then the contractor shall submit to the MHTC a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.

2.23.3 If during the life of the Contract, the contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the contractor shall comply with, complete, and submit to the MHTC a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.

2.23.4 This certification shall not apply to contracts with a total potential value of less than One Hundred Thousand Dollars (\$100,000).

## ***2.24 The Domestic Products Procurement Act***

This section only applies to commodity purchases greater than \$25,000.00. It does not apply when bidding services.

In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) sections 34.350 to 34.359, RSMo, the bidder is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.

Bidders who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with a qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent (10%) preference over bidders whose products do not qualify.

The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in section 34.353, RSMo, are met.

If the bidder claims there is only one line of the good manufactured or produced in the United States, subsection 2 of section 34.353, RSMo, or that one of the exceptions of subsection 3 of section 34.353, RSMo, applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.

In accordance with the Buy American Act, the bidder must provide proof of compliance with section 34.353, RSMo. Therefore the bidder should complete and return Exhibit N, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

If the lowest priced bidder qualifies as American-made or in the event of all the bidders or none of the bidders qualify for the Buy American preference, no further calculation is necessary. In the event the lowest priced bidder does not qualify for the Buy American Preference but other bidders do qualify, then the low bidder's price(s) is increased by 10% for those items not eligible for the Buy American Preference.

## MoDOT IFB SPECIAL TERMS AND CONDITIONS

### *3.1 Insurance - Standard Liability Coverage*

The Contractor shall maintain or cause to be maintained at Contractor's own expense the following insurance coverages to protect against negligent acts of the Contractor or its subcontractors directly or indirectly employed by any of them. Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required in force coverages. 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:

3.1.1. General Liability: Not less than \$500,000 for any one person in a single accident or occurrence and not less than \$4,000,000 for all claims arising out of the accident or occurrence for liability for bodily injury, property damage, and personal and advertising injury;

3.1.2. Business Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$4,000,000 for all claims arising out of any single accident or occurrence covering owned, rented, borrowed or hired vehicles associated with the work;

3.1.3. Missouri State Workers' Compensation coverage or equivalent in accordance with Missouri state law. Coverage shall be extended to include \$1,000,000 employer's liability insurance.

3.1.4 The required limits in Sections 3.1.1 and 3.1.2 can be met in any combination of primary and excess / umbrella liability policies.

For General Liability and Business Automobile Liability insurance policies listed above, the Offeror will be required to name the Commission and the Missouri Department of Transportation and its employees as additional insureds. Additional Insured status can be provided by indicating such on the certificate of insurance or by attaching a separate additional insured endorsement to the certificate of insurance.

In the event any insurance coverage is canceled, MHTC must be notified within forty-five (45) calendar days. The address for Additional Insured status on the certificate of insurance or endorsement shall be: MHTC/MoDOT, 105 W. Capitol Avenue, PO Box 270, Jefferson City, MO 65102.

### ***3.3 Subcontracting***

It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MHTC. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MHTC and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.

3.3.1. 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.

3.3.2. 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.

### ***3.4 Prohibition Of Employment Of Unauthorized Aliens***

Non-employment of Unauthorized Aliens: Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

3.4.1. By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of completed copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

3.4.2. By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit 1 and 2.

3.4.3. Proof of Lawful Presence For Sole Proprietorships and Partnerships: If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit 1 and 2.

### ***3.7 Permits, Licenses and Safety Issues***

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

### ***3.9 Temporary Suspension of Work***

Any authorized department representative shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the department representative, the work may be done at a later time with advantage to MoDOT or for failure on the part of the Contractor to comply with any of the provisions of the Contract.

3.9.1. If MoDOT suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. MoDOT may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.

3.9.2. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing **within 30 Days** after the claimed cause for the delay has ceased to exist.

### ***3.11 Liquidated Damages***

In the event the successful Contractor fails to complete the mowing cycle in accordance with the contract requirements within the required working days, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased contract administration cost, increased potential liability, increased traffic and traffic flow regulation cost and greater traffic congestion, and motorist delay, with its resulting cost to the traveling public. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of **\$400.00** per day for each full day that a mowing cycle is not complete, as specified in the special provisions. It shall be the responsibility of the Roadside Manager to determine the quantity of excess mowing cycle time.

3.11.1 **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

### ***3.13 Personal Protective Equipment***

All contractor and subcontractor employees utilized in the performance of work resulting from this request must adhere to OSHA standards and at a minimum shall utilize appropriate head, eye and foot protection in the performance of work.

3.13.1 All workers within highway right of way shall wear approved ANSI/ISEA 107 Performance Class 2 or 3 safety apparel and more specifically as follows:

3.13.1.1 Daytime Worker. During daytime activities, workers shall wear a hard hat, safety glasses, a Performance Class 3 top OR a Performance Class 2 top, and safety footwear.

3.13.1.2 Nighttime Worker. During nighttime activities, workers shall wear a hard hat, safety glasses, a Performance Class 3 top OR Performance Class 2 top AND Class E bottoms, and safety footwear.

## SCOPE OF WORK

### *4.1 Contract Limits*

4.1.1 The following areas shall be included in the contract limits

- Route I-35 from MO-152 to Route PP at Holt

4.1.2 **THREE (3) MOWING CYCLES – TOTAL AREA (APPROXIMATELY): 366 ACRES for each of the mowing cycles.**

•The total area computed for purposes of this contract includes the full width of right of way, except where otherwise specified (See attached I-35 Mowing Exhibit for maps).

4.1.3 **On-Site Review.** All prospective bidders are strongly encouraged to make an on-site review of the described contract limits area prior to the opening of bids. It shall be conclusively presumed that the bidder has a clear understanding of the areas included in this contract and the scope of work required.

4.1.4 **Contract Limit Changes.** If the engineer determines that it is necessary to make an addition or deletion to the contract limits, the change will be handled in accordance with sections 104.3 and 109.3 of the Standard Specifications.

### *4.2 Mowing Cycles*

**4.2.1** A mowing cycle is defined as performing a complete mowing, trimming, and any other work required in this contract inside the full width of right of way and within the specified contract limits. The sole exception to the above-mentioned definition is stipulated below.

Mowing limits of I-35 will be mowed to maximum width possible not to extend past MO-DOT right of way (per mowing map provided).

**4.2.2** Three (3) mowing cycles constitute a full contract mowing season. The first mowing cycle shall be performed within specified timeframes relative to Memorial Day. The mowing cycle for this holiday will be restricted to the two weeks immediately preceding the holiday. The remaining mowing cycles will be scheduled by notification.

**4.2.3** It is anticipated that this project will include three (3) trimming or spraying cycles. The engineer may adjust these to reflect turf conditions, weather conditions, and other Commission requirements.

**4.2.4** MoDOT Roadside Manager will issue a notice to proceed for each mowing cycle which will stipulate the date the contractor is expected to begin work. The notice to proceed will be issued at least five (5) calendar days before the stipulated date to start work for each cycle.

**4.2.5 Proposals for Use of Herbicide.** The contractor may propose to use herbicide treatment of trimmed areas to minimize or eliminate mowing or mechanical trimming. All proposals shall be submitted to the Roadside Manager for consideration at least 2 weeks prior to the use of any herbicide. The proposal shall contain all information, such as type of herbicide, labeling details, rate of application, method of application, contractor certification/licensing, and safety plan for accidental spill. No herbicide shall be used without approval by MoDOT.

### ***4.3 Contract Quantities***

4.3.1 The following quantities shown are the total estimated acres to be mowed over the term of a full contract mowing season. The quantities are calculated as follows:

Total Area in contract limit (Acres)		Number of Mowing Cycles		Total Mowing
366	X	3	=	1,098

**Total Acres = 1,098**

### ***4.4 Notice to Proceed***

**4.4.1 Notice to Proceed.** For each mowing cycle, the engineer will issue a notice to proceed, which will stipulate the date the contractor is expected to begin work. The notice to proceed will be issued at least five (5) calendar days before the stipulated date to start work for each mowing cycle.

### ***4.5 Contract Time for Completion of Cycle***

**4.5.1** The contractor shall complete all work required for each mowing cycle through the entire contract limits within fourteen (14) days after starting within two weeks of the notice to proceed for each mowing cycle. All work shall be performed during daylight hours.

## ***4.6 Work Plan and Schedule***

**4.6.1** At least thirty (30) days prior to commencing the first cycle, the contractor shall provide a proposed work plan for accomplishing the required work. The work plan shall include a written list of equipment, personnel, and a typical schedule for completing the work.

**4.6.2** The work plan will be reviewed by the engineer to determine if adequate personnel and equipment is scheduled to complete the work within the required number of working days. If, in the judgment of the engineer, the work plan is inadequate, the engineer and contractor shall meet for a joint review of the plan to correct and adjust the plan and schedule as necessary. The contractor shall provide a revised work plan and schedule at least seven (7) days prior to commencing the work.

**4.6.3** If the contractor has more than one Commission contract for roadside mowing, the engineer and the contractor will jointly determine the priority of the work. The priorities of the work plan will be determined by the needs of the Commission and not the contractor's convenience of work location.

**4.6.4** No direct payment will be made for furnishing the work plan or revisions.

**4.6.5** It is the contractors' responsibility to determine the most feasible work plan and schedule consistent with the requirements of the contract.

## **ROADSIDE MOWING**

### ***5.1 Description***

**5.1.1** Roadside mowing shall consist of mowing grassed or vegetated roadside areas including areas that may require the use of specialized equipment and hand trimming around fixed objects. Routinely mowed areas include but are not limited to shoulders, front and back slope, roadside ditch bottoms, raised median islands and various width utility strips. Hand labor may be required to perform the specified work in areas that are inaccessible to mechanized equipment or as required by the engineer. Vegetation to be mowed shall consist of planted or naturally occurring grasses, weeds, and other vegetation, both herbaceous and woody, excluding landscaped ornamental plantings.

**5.1.2** Trimming or approved herbicide spray shall be performed around fixed objects within the roadway right-of-way including but not limited to signposts, delineator posts, drainage structures, guardrails, fences, bridge ends, curbs, trees, rock outcrops, etc., as directed by the engineer. Trimming may be performed either concurrently with the mechanized mowing operations or following the completion of mowing. No Herbicide spraying done around structures may extend further than 2 feet from the structure.

## ***5.2 Equipment***

**5.2.1** All equipment used in the execution of the contract, including but not limited to trucks, tractors, and supply vehicles, shall be equipped with either a white strobe light or an amber flashing light. The light shall be used when operating along or adjacent to the roadway. All mowing equipment shall have a slow-moving vehicle sign properly located on the rear of the equipment.

**5.2.2** All manufacturer recommended safety devices shall be properly installed and maintained at all times that the equipment is in use. If, in the judgment of the engineer, any equipment is deficient in safety devices, the contractor shall immediately remove the equipment from service, and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the engineer. All mowing equipment shall have protective devices on the mower to prevent objects from being thrown into traffic.

**5.2.3** Mowing equipment used by the contractor shall be maintained so as to produce, in the judgment of the engineer, a clean, sharp cut and uniform distribution of cuttings at all times. The mowers supplied shall have the capability of mowing to a cut height of six (6) inches.

## ***5.3 Requirements***

**5.3.1** Mowed areas of different widths shall be connected to produce smooth flowing transitions. The appearance of the area after mowing shall be uniform in appearance with no streaking or scalping. Cuttings shall be evenly distributed over the mowed area. No large clumps of cuttings shall remain after mowing. One side of the roadway shall not be mowed to a length for which the adjacent roadside cannot be mowed the succeeding operating day. At the conclusion of each working day, no more than a one (1) mile section shall be left partially mowed.

**5.3.2** Where the limits of mowing and trimming have been previously established by the Commission, or natural landscaping has been preserved, mowing shall conform to the established mowing contours unless otherwise excluded by the engineer.

**5.3.3** All grass and vegetation shall be cut and trimmed to a height of six (6) inches, unless otherwise directed by the engineer.

**5.3.4** Actions by the contractor that result in damage to turf, trees, curbs, sidewalks, pavement, signs, structures, mailboxes, delineators, or other appurtenances shall be repaired or replaced to the satisfaction of the engineer at the contractor's expense. Ruts, tire tracks, and other disturbed areas caused by the contractor shall be filled with approved topsoil and re-seeded as directed by the engineer at the contractor's expense.

**5.3.5** All work shall be performed during daylight hours.

## ***5.4 Method of Measurement***

**5.4.1** Measurement of mowed and trimmed areas will be made to the nearest acre. Final measurement will not be made except for authorized changes, or where appreciable errors are found in the contract quantity. The revision or correction will be computed and added to or deducted from the contract quantity.

**5.4.2** An appreciable error is defined as an increase in excess of 125% or decrease below 75% of the original contract quantity.

**5.4.3** Payment will only be made for contract quantities except for authorized changes or if appreciable errors are found in contract quantities.

## ***5.5 Basis of Payment***

**5.5.1** Payment for all labor, equipment, and material necessary to perform the described work shall be considered completely covered under the following bid items:

201-99.25 MOWING CYCLE ACCY (Acre-Cycle)

**5.5.2** The accepted quantity of mowing will be paid for at the contract unit price.

## **LITTER PICK-UP AND DISPOSAL**

### ***6.1 Litter Pick-Up Description***

**6.1.1** The contractor shall be responsible for the removal, prior to mowing, of all litter greater than approximately one (1) square foot. Other items in the judgment of the engineer which, when mowed, will become scattered and unsightly shall also be removed. The contractor shall properly dispose of all collected litter at the end of each working day. Any litter scattered by the contractor's mowing operations shall be immediately picked-up and disposed of properly.

**6.1.2** The contractor shall inform the engineer of any unusual items, such as dead animals and hazardous wastes. Commission forces will handle these items unless otherwise directed by the engineer. Contractor shall inform the engineer of any hazardous trees or limbs and eroded areas that will require removal or repair prior to the next mowing cycle.

**6.1.3** The cost of litter pick-up and disposal shall be included in and be considered completely covered by the individual contract pay items included in the contract. No direct payment will be made for litter pick-up and disposal.

## **ADDITIONAL SCOPE OF WORK**

### ***7.1 Traffic Control Description***

7.1.1 All workers within highway right of way shall wear high-visibility safety apparel meeting Class 2 or Class 3 requirements of ANSI/ISEA 107-2004 publication entitled, "American National Standard for High-Visibility Safety Apparel and Headwear".

7.1.2 All ride-on equipment used in the work, including but not limited to riding mowers, trucks, tractors, and small utility supply vehicles, shall be equipped with a USDOT-approved warning light in accordance with Sec 616.5.1. All ride-on mowing equipment and non-licensed supply equipment shall have a slow-moving vehicle sign properly located on the rear of the equipment.

7.1.3 During non-working hours, the contractor shall not park vehicles or store equipment or materials closer than 30 feet from the edge of pavement unless the equipment, vehicles, or materials are located behind a roadside barrier or in some other properly protected area. The contractor shall notify the engineer of all temporary parking/storage locations located on the right of way.

7.1.4 During working hours, the contractor shall not park service, supply, or equipment transport vehicles within 15 feet from the edge of pavement for more than 1 hour unless behind a barrier or in a protected area. All service and supply operations shall be conducted at least 30 feet from the edge of pavement except as necessary to repair inoperable equipment.

7.1.5 The contractor shall provide a detailed Temporary Traffic Control (TTC) plan based on the Manual on Uniform Traffic Control Devices. The TTC plans should be prepared by persons knowledgeable (trained and/or certified) about the fundamental principles of TTC and work activities to be performed. The design, selection, and placement of TTC devices for a TTC plan should be based on engineering judgment. These plans shall include work performed beyond the shoulder, Work on the shoulder and Mobile operation in the lane of traffic. All individuals placing temporary traffic control measures shall be trained in proper work zone set up. Measures should be taken to avoid encroaching into the lane of traffic. In instances where encroachment into the lane of traffic cannot be avoided, a protective vehicle with a Truck or Trailer Mounted Attenuator (TMA) will be used. TMA shall meet, at minimum, requirements of NCHRP-350.

7.1.6 Work Zone Deficiencies. Failure to make corrections on time may result in the engineer suspending work. The suspension will be non-excusable and non-compensable.

7.1.7 In order to ensure minimal traffic interference, the contractor shall schedule lane closures for the absolute minimum amount of time required to complete the work. Lanes shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is opened to traffic.

7.1.8 Traffic Congestion. The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone. The contractor shall immediately implement appropriate mitigation strategies whenever traffic congestion reaches an excess of 10 minutes to prevent congestion from escalating to 15 minute or above threshold. If disruption of the traffic flow occurs and traffic is backed up in queues of 15-minute delays or longer, then the contractor shall immediately review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from reoccurring. Traffic delays may be monitored by physical presence on site or by utilizing realtime travel data through the work zone that generate text and/or email notifications where available. The engineer monitoring the work zone may also notify the contractor of delays that require prompt mitigation. The contractor may work with the engineer to determine what other alternative solutions or time periods would be acceptable.

7.1.9 Except for emergency work, as determined by the engineer, and long term lane closures required by project phasing, all lanes shall be scheduled to be open to traffic during the six major holiday periods shown below, from 12:00 noon on the last working day preceding the holiday until 6:00 a.m. on the first working day subsequent to the holiday unless otherwise approved by the engineer.

Memorial Day

Independence Day

Labor Day

Thanksgiving

Christmas

New Year's Day

The contractor shall not perform any construction operation on the (roadway, roadbed or active lanes), (including the hauling of material within the project limits), during restricted periods, holiday periods or other special events specified in the contract documents.

7.1.10 At least one lane of traffic in each direction shall be maintained at all times except for brief intervals of time required when the movement of the contractor's equipment will seriously hinder the safe movement of traffic. Periods during which the contractor will be allowed to interrupt traffic will be designated by the engineer.

7.1.11 Basis of Payment. All costs for complying with these provisions for warning signs, traffic control devices, and safety requirements shall be included in and be considered completely covered by the individual contract pay items included in the contract. No direct payment will be made for furnishing, installing, maintaining, relocating, or removing temporary traffic control devices. No direct payment will be made to the contractor to recover the cost of equipment, labor, materials, or time required to fulfill the above provisions.

## ***7.2 Mobilization***

7.2.1 There will be no direct payment for mobilization. All costs for mobilization shall be considered included in the cost of the individual contract pay items included in the contract.

## ***7.3 Railroad Special Provisions***

7.3.1 The rights of way of one or more railroads, herein called "Railroads", may be located within the limits of this project. However, this project has been developed with the specific intention that no involvement with the facilities, traffic, property, or rights of way of the Railroads is required for the performance of the contractual work herein. The work to be performed over, under, or near the Railroad rights of way shall not interfere with the Railroads' operations or facilities.

7.3.2 Should the contractor violate this condition of no railroad involvement, all terms and conditions of the interaction shall be solely between the contractor and the subject Railroad.

## ***7.4 Final Inspection and Acceptance of the Work***

**7.4.1 Final Inspection.** Upon completion of the required work for each mowing cycle, the contractor shall notify the Roadside Manager, and they will perform an inspection. If in the judgment of the Roadside Manager, all work required by the contract has been satisfactorily completed, the engineer will make the acceptance for maintenance and notify the contractor in writing of the date of acceptance for maintenance.

**7.4.2** Areas determined to be unsatisfactory by the Roadside Manager and not accepted shall be corrected to acceptable standards at the contractors' sole cost. All items that are unsatisfactory shall be corrected within the specified working days for each mowing cycle. Upon completion of the corrections, the contractor shall notify the engineer for a reinspection.

**7.4.3** Following the mowing cycle final inspection, the contractor, subcontractors, and suppliers are relieved of any new or additional liability to third parties for personal injury, death, or property damages which may be alleged to result from the performance of the work, unless additional work on the right of way is required by the Roadside Manager

**7.4.4** Nothing in this section shall be deemed to excuse the contractor of liability or responsibility for any personal injury, death, or property damages which may arise from acts or the failure to act, prior to the final inspection of the work.

## ***7.5 Payment***

**7.5.1** The contractor shall request payment by submitting an invoice to the Roadside Manager at the completion of the mowing cycle. The invoice shall be for the work final inspected and accepted for the mowing cycle.

**7.5.2** Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

**7.5.3** The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page(s) of this document after completion of deliverables specified herein and acceptance by MoDOT.

**7.5.4** Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

**7.5.5** MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful bidder upon request.

**7.5.6** Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.

**7.5.7** The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the contractor's expense.

## CONTRACTUAL REQUIREMENTS

### *8.1 Contract Period*

The solicitation will be awarded on a firm fixed-pricing, low bid basis. The contract period will be from April 15, 2024 through April 14, 2025 with up to four (4) optional one-year renewals.

### *8.2 Renewal Periods*

If the option for renewal is exercised by MoDOT, the Contractor shall agree to all terms and conditions of the request and all subsequent amendments. Additionally, in the event MoDOT exercises its option to renew the contract, the requirements for future months shall remain the same. The Contractor shall understand and agree MoDOT does not automatically grant a price increase at the time of renewing the contract. In the event a price increase is granted due to an approved escalation, the renewal shall be based upon the current contract value.



## Questionnaire:

### M/WBE Participation

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

*List all certified M/WBE vendors utilized in the fulfillment of this bid. List all certified M/WBE vendors utilized in the fulfillment of this bid. If not applicable, enter N/A in the required field.*

Type TEXT  
Is Required Y

### SDV/E Preference

Description: Service-Disabled Veteran (SDV) is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans affairs. A Service-Disabled Veteran Business (SDVE) is defined as a business whereby not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and the management and daily business operations of which are controlled by one or more service-disabled veterans.

*List the names and addresses of an SDV or SDVE providing products or services in relation to this bid. If not applicable, enter N/A in the required field.*

Type TEXT  
Is Required Y

### Multiple Mowing Contracts

Description: Upon awarding in event of one company is the low bidder on multiple KC District mowing contracts.

*What is the maximum amount of acres that your company can provide per mowing cycle?*

Type TEXT  
Is Required Y

### Contract Renewal

Description: If the option for renewal is exercised by MoDOT, the Bidder shall agree that the prices for the renewal period shall not exceed the maximum percentage price for the applicable renewal period stated herein. If renewal percentages are provided, the pricing during the renewal period will be calculated against the current contract price. MoDOT does not automatically exercise its option for renewal based upon the maximum percentage of increase. If an increase is requested, the Bidder must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the written request and documentation, and decide if a price increase is to be granted at that particular time. In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar. The Bidder shall understand and agree that MoDOT's decision shall be final and without recourse. Renewal percentages will not be considered in determination of bid award. For no annual percentage increases, enter a 0 in the response fields below.

*What is the 1st Renewal Period Maximum Percentage Increase?*

Type                    TEXT  
Is Required            Y

*What is the 2nd Renewal Period Maximum Percentage Increase?*

Type                    TEXT  
Is Required            Y

**This bid does not have any documents.**

# Item Specifications

<i>No.</i>	<i>Item</i>	<i>Alternative</i>	<i>Supplier Part No</i>	<i>Mfr. Name</i>	<i>Mfr. No</i>	<i>Del Date</i>	<i>Unit</i>	<i>Unit Bid</i>	<i>Qty.</i>	<i>Total</i>
1	Mowing Cycle						acre		0	

**Item Specification for Mowing Cycle**  
**Description:** Base Routes 201-99.25 See attached I-35 mowing map

**Allow Vendor to Enter Negative Value :** No  
**Exclude Line Item from Bid Total :** No

