

**BID FORM**

MISSOURI DEPARTMENT OF TRANSPORTATION  
GENERAL SERVICES  
830 MoDOT DRIVE – P.O. BOX 270  
JEFFERSON CITY, MO 65102

|             |                    |                 |
|-------------|--------------------|-----------------|
| REQUEST NO. | 5-091013FR         |                 |
| DATE        | September 21, 2009 |                 |
| PAGE NO.    | 1                  | NO. OF PAGES 27 |

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

**2:00 P.M., CDST, OCTOBER 13, 2009**

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

**BID TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered

F.O.B. Destinations

Various Locations

**SIGN AND RETURN BEFORE TIME SET FOR OPENING**

|                     |                           |                         |                |
|---------------------|---------------------------|-------------------------|----------------|
| <b>BUYER:</b>       | Frankie Ryan              | <b>BUYER TELEPHONE:</b> | (573) 522-9481 |
| <b>BUYER EMAIL:</b> | Frankie.Ryan@modot.mo.gov |                         |                |

**SUPPLIES OR SERVICES**

MoDOT is seeking bids from qualified bidders who can provide **Communications Tower Maintenance Services.**

**\*\* PLEASE REVIEW THE MANDATORY REQUIREMENTS FOR SUBMITTING A BID BOND**

**\*\*\*NOTE: It is the responsibility of the Bidder to access MoDOT's website in order to obtain any and all addenda(s) issued during the course of this RFB process.**

This document constitutes a RFB and solicits competitive sealed bids from qualified bidders to provide the above referenced service. The issuance of this RFB in no way constitutes a commitment to award a contract or to pay any costs incurred in preparation of a response to this request.

**All questions regarding this RFB shall be submitted to the RFB Coordinator/Contact.**

**(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)**

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

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

Is your firm MBE certified?  Yes  No

Is your firm WBE certified?  Yes  No

## 1.0 INTRODUCTION

1.1 This Request For Bid seeks bids from qualified organizations to **provide Communications Tower Maintenance Services** throughout the state of Missouri with **an effective contract period from Notice to Proceed through September 30, 2010**, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT).

### 1.2 GENERAL INFORMATION

1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of Communications Tower Maintenance Services as set forth herein.

1.2.2 Organization: This document, referred to as a Request for Bid (RFB), is divided into the following parts:

- 1) Bid Signature Page (*1<sup>st</sup> page of the bid; to be signed and submitted with the bid*)
- 2) Introduction and General Information
- 3) Scope of Work
- 4) General Bid Information
- 5) Pricing Page (*to be signed and submitted with the bid*)
- 6) Attachment A: Preference in Purchasing Products (*to be signed and submitted with the bid*)
- 7) Attachment B: Missouri Domestic Products Procurement Act (*to be signed and submitted with the bid*)
- 8) Attachment C: Worker Eligibility Verification Affidavit (*to be signed and submitted with the bid*)
- 9) Attachment D: MoDOT Districts and County Locations
- 10) Attachment E: MoDOT Communications Tower Sites (*10 pages*)
- 11) Attachment F: Anti-Collusion Statement(*to be signed and submitted with the bid*)
- 11) Attachment G: Notice of Cooperative Procurement (*to be signed and submitted with the bid*)
- 12) Attachment H: Missouri Service-Disabled Veteran Business Preference (*to be signed and submitted with the bid if the bidder is claiming this preference*)
- 12) Attachment I: Work Plan Requirements for Tower Maintenance
- 13) Attachment J: Types of Work - Examples
- 14) Bid Bond (*to be executed and submitted with the bid in lieu of a Certified Check, Cashier's Check or Bank Money Order*)
- 15) Terms and Conditions

## 2.0 SCOPE OF WORK

### 2.1 GENERAL REQUIREMENTS

Contractor is to provide maintenance services for MoDOT's Communications Towers statewide. The Occupational, Safety and Health Administration (OSHA), the Federal Communications Commission (FCC) and the Federal Aviation Administration (FAA) require maintenance services for these towers. It is the desire, but not a requirement, that these services be made available to all state agencies within the State of Missouri. The

bidder may refer to Attachment E for a complete listing of the MoDOT Communications Tower Sites. Attachment J “Types of Work – Examples” will provide a listing of the types of tower work that may be required.

The Commission’s *Traffic Liasion Engineer* is designated as the Commission’s representative, herein after referred to as Project Coordinator, for the purpose of administering the provisions of this Agreement. The Commission’s representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this agreement.

Time is of the essence when a radio tower is off line or malfunctions. The contractor shall respond to malfunctions and/or outages within 24 hours of becoming aware of the problem. The contractor shall provide a point of contact (POC) and a telephone number that is available 24 hours a day, 7 days per week. The Communications Towers will be maintained in accordance with OSHA standards and FAA/FCC regulations, along with any state or local laws or ordinances. MoDOT may provide all parts. The contractor may provide a list of parts and supply prices he can/will supply for the project. MODOT will decide, at its sole discretion, whether to agree to purchase parts/supplies from the contractor to expedite the repairs.

**MODOT provided parts will be available when the contractor arrives on site (per paragraph 2.2 Parts and Material).** This Tower Maintenance Services contract will be divided into MoDOT districts along with the counties within each MoDOT District. The MoDOT Districts and county locations can be found on Attachment D.

Payment will be made on the basis of actual maintenance services performed. All costs of performing the contract is included in the payment for services performed.

## **2.2 PARTS and MATERIALS**

MoDOT may supply all parts and materials required to complete all maintenance and services. For scheduled maintenance or service, parts and materials will be made available on a specified date and at a location as agreed upon by the contractor and MoDOT.

For outages and malfunctions, following the contractors assessment, MoDOT shall be presented with a complete list of parts and supplies required for the needed repairs. The required parts and supplies will be made available at a specified location as agreed upon by the contractor and MoDOT following MoDOT’s procurement of these parts and supplies. The contractor may provide a list of parts and supply prices he can/will supply for the project. MODOT will decide at its sole discretion whether to agree to purchase parts/supplies from the contractor to expedite the repairs.

The contractor will be required to respond to complete the repairs within 24 hours following notification of the availability of the required parts and supplies. The contractor will be required to perform all maintenance and service in a manner as to maintain the tower site, at a minimum, to the specifications as originally constructed.

Contractor will be required to remove all scrap materials, with the exception of any items the Project Coordinator wishes to retain for future use by MoDOT.

## **3.0 GENERAL BID INFORMATION**

### **3.1 CONTRACT PRICES**

All prices shall be firm and fixed. MoDOT shall not pay nor be liable for any other additional cost including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, etc. The contractor shall not invoice federal, state or local taxes. The contractor shall invoice after each specific tower maintenance is completed. Payment for all services herein shall be made in arrears.

### 3.2 CONTRACT PERIOD

The original contract period will be from the date of contract notice to proceed through September 30, 2010. MoDOT shall have the right, at its sole option, to renew the contract for five (5) additional twelve month periods, or any portion thereof. In the event MoDOT exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period.

### 3.3 PRICE ESCALATION CLAUSE

In the event the contractor requests a price increase during the contract period, the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.

- a. No price increase shall be granted during the first 3 months of the contract period.
- b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.

### 3.4 NON-EMPLOYMENT OF UNAUTHORIZED ALIENS

The Bidder is directed to closely review the Non-Employment of Unauthorized Aliens requirements outlined for this RFB. Please see the Terms and Conditions for additional information on the Prevailing Wage in effect for this RFB.

### 3.5 BID SUBMISSION

Your written bid must be mailed in a sealed envelope or box, or else delivered by hand or courier service (UPS, Federal Express, etc.) to be received on or before the date and time specified on the front page of this bid document, at the office of the **RFB Coordinator**:

Ms. Frankie J. Ryan  
Missouri Department of Transportation  
General Services - Procurement  
830 MoDOT Drive; P.O. Box 270  
Jefferson City, MO 65102

All documents must be sealed and the outermost wrapping should be clearly marked "Bid for Communications Tower Maintenance Services". All questions regarding the RFB shall be submitted to Ms. Frankie Ryan.

### 3.6 BID GUARANTY/CONTRACT BOND

Each 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 State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.

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.

### **3.7 COMPLIANCE WITH MANDATORY REQUIREMENTS**

Bids will be reviewed to determine if it complies with the mandatory requirements and to determine the lowest and responsive bid.

### **3.8 COST DETERMINATION**

The low bid(s) shall be determined by the total lowest cost submitted on the pricing page for each District. **The hourly rates for each District, both for Ground Work and Tower Work, will be added together to obtain a “Grand Total” hourly rate for that District.** This rate will be used to determine the lowest cost for purposes of award.

### **3.9 CONTRACT AWARD**

The contract will be awarded to the lowest, responsive bidder determined as specified above.

- a. Award of this bid will be made on a “by District” basis after reviewing all options, and by using the “lowest and best” principle of award, providing the prices are acceptable to the MHTC. In the event of tie low bids, the MHTC reserves the right to establish the method to be used in determining the award.
- b. The MHTC reserves the right to reject any or all bids for any reason whatsoever.

### **3.10 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 **RFB Coordinator** from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least five (5) working days prior to the official bid opening date.

### **3.11 INSURANCE REQUIREMENTS**

The Bidder is directed to closely review the insurance requirements outlined for this RFB. Please see the Terms and Conditions for insurance requirements.

### **3.12 LIQUIDATED DAMAGES**

The Bidder is directed to closely review the liquidated damages clause outlined for this RFB. Please see Attachment I “Work Plan Requirements for Tower Maintenance” and the Terms and Conditions for additional information.

### **3.13 PREVAILING WAGE**

The Bidder is directed to closely review the Prevailing Wage requirements outlined for this RFB. Please see the Terms and Conditions for additional information on the Prevailing Wage in effect for this RFB.

#### 4.0 PRICE PAGE

4.1 The bidder shall provide a firm, fixed hourly rate in the table below for the original contract period for providing the services in accordance with the provisions and requirements of this RFB. **All costs**, including but not limited to travel, per diem, personnel, insurance, etc., associated with providing the required services shall be included in the hourly rates stated below.

| Item # | District & Main Office      | # of Towers | Hourly Rate:<br>Ground Level | Hourly Rate:<br>Tower Level | GRAND TOTAL |
|--------|-----------------------------|-------------|------------------------------|-----------------------------|-------------|
| 01     | District 1 – St. Joseph     | 3           | \$_____ /hr                  | \$_____ /hr                 | \$_____ /hr |
| 02     | District 2 – Macon          | 4           | \$_____ /hr                  | \$_____ /hr                 | \$_____ /hr |
| 03     | District 3 – Hannibal       | 5           | \$_____ /hr                  | \$_____ /hr                 | \$_____ /hr |
| 04     | District 4 – Kansas City    | 4           | \$_____ /hr                  | \$_____ /hr                 | \$_____ /hr |
| 05     | District 5 – Jefferson City | 6           | \$_____ /hr                  | \$_____ /hr                 | \$_____ /hr |
| 06     | District 6 – St. Louis      | 2           | \$_____ /hr                  | \$_____ /hr                 | \$_____ /hr |
| 07     | District 7 – Joplin         | 4           | \$_____ /hr                  | \$_____ /hr                 | \$_____ /hr |
| 08     | District 8 – Springfield    | 6           | \$_____ /hr                  | \$_____ /hr                 | \$_____ /hr |
| 09     | District 9 – Willow Springs | 5           | \$_____ /hr                  | \$_____ /hr                 | \$_____ /hr |
| 10     | District 10 – Sikeston      | 4           | \$_____ /hr                  | \$_____ /hr                 | \$_____ /hr |

**RENEWAL PERIOD:** The bidder shall provide below the maximum percentage of increase for the renewal periods. The percentage shall be computed against the **current contract price** during the renewal period. *If renewal percentage is not provided*, the prices during renewal periods shall be the same as during the current contract period.

- 1<sup>st</sup> Renewal Period                    \_\_\_\_\_ % of maximum increase
- 2<sup>nd</sup> Renewal Period                    \_\_\_\_\_ % of maximum increase
- 3<sup>rd</sup> Renewal Period                    \_\_\_\_\_ % of maximum increase
- 4<sup>th</sup> Renewal Period                    \_\_\_\_\_ % of maximum increase
- 5<sup>th</sup> Renewal Period                    \_\_\_\_\_ % of maximum increase

Name of the Bidders Firm: \_\_\_\_\_

\_\_\_\_\_  
Name & Signature of Contractor’s Authorized Representative

\_\_\_\_\_  
Date Signed

**ATTACHMENT A**

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

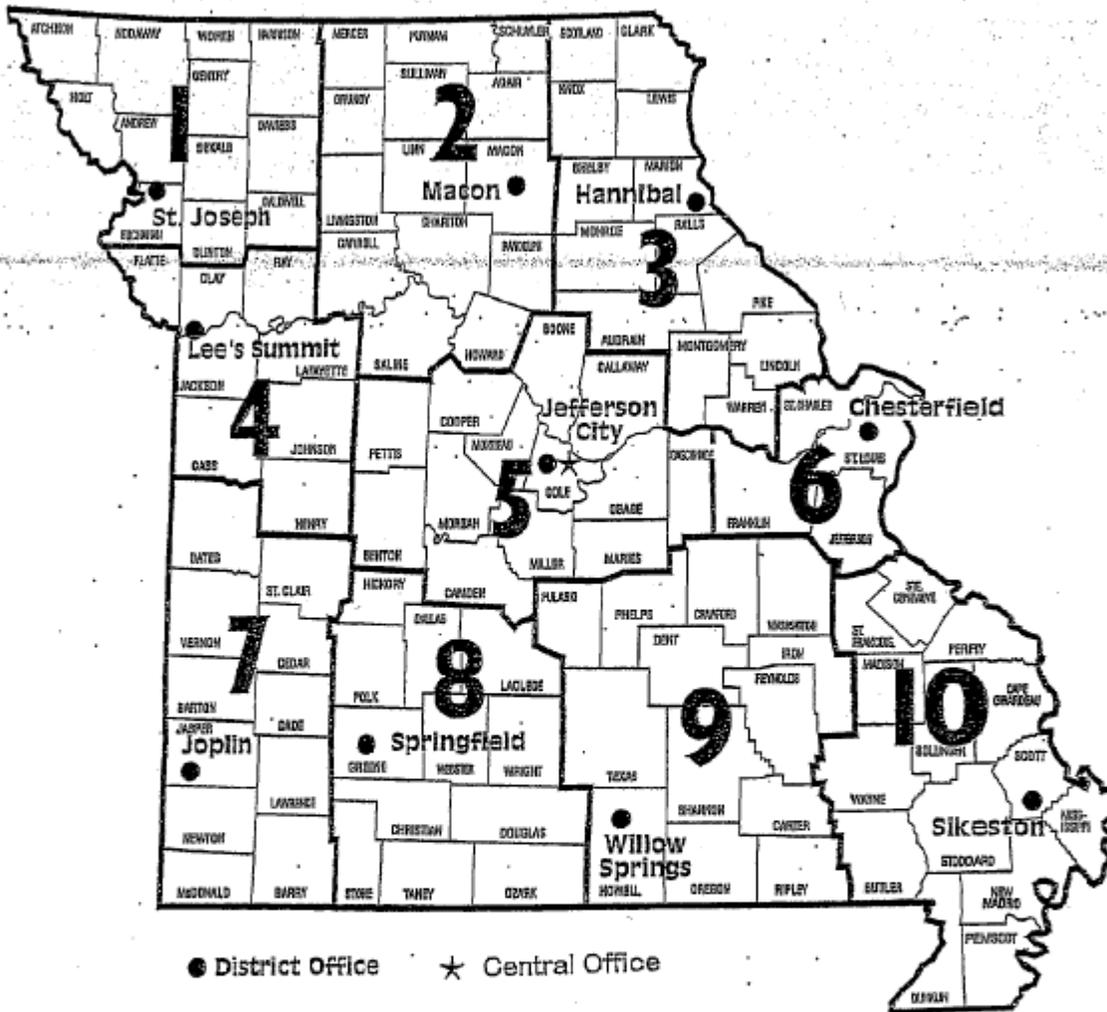






# ATTACHMENT D: MODOT DISTRICTS AND COUNTY LOCATIONS

Retain this insert for your information  
 Missouri Department of Transportation  
 District Outline Map



● District Office    ★ Central Office

| COUNTY         | DIST. | COUNTY    | DIST. | COUNTY    | DIST. | COUNTY      | DIST. | COUNTY        | DIST. |            |    |
|----------------|-------|-----------|-------|-----------|-------|-------------|-------|---------------|-------|------------|----|
| Adair          | 3     | Cedar     | 7     | Greene    | 8     | Linn        | 2     | Ozark         | 8     | St. Louis  | 6  |
| Andrew         | 1     | Christian | 2     | Harrison  | 1     | Livingston  | 2     | Pemiscot      | 10    | Saline     | 2  |
| Atchison       | 1     | Clark     | 3     | Barren    | 1     | Madison     | 10    | Perry         | 10    | Schuyler   | 2  |
| Audrain        | 3     | Clay      | 4     | Henry     | 4     | Mason       | 2     | Peris         | 5     | Scotland   | 3  |
| Barry          | 7     | Clinton   | 1     | Hickory   | 8     | Madison     | 10    | Phelps        | 9     | Scott      | 10 |
| Barton         | 7     | Cole      | 5     | Holt      | 1     | Maries      | 5     | Pike          | 5     | Shannon    | 9  |
| Bates          | 7     | Cooper    | 5     | Howard    | 2     | Maries      | 5     | Platte        | 4     | Shelby     | 3  |
| Boone          | 5     | Crawford  | 9     | Howell    | 9     | Mercer      | 3     | Polk          | 8     | Stoddard   | 10 |
| Buchanan       | 1     | Dade      | 7     | Iron      | 9     | Miller      | 5     | Pulaski       | 9     | Stoace     | 8  |
| Butler         | 10    | Dallas    | 8     | Jackson   | 4     | Mississippi | 10    | Putnam        | 2     | Sullivan   | 2  |
| Caldwell       | 1     | DeWitt    | 1     | Jasper    | 7     | Monroe      | 2     | Ralls         | 3     | Taney      | 8  |
| Callaway       | 5     | Devine    | 1     | Jefferson | 6     | Montgomery  | 3     | Randolph      | 2     | Texas      | 9  |
| Camden         | 5     | Dickinson | 4     | Johnson   | 4     | Montgomery  | 3     | Ray           | 4     | Vernon     | 7  |
| Cape Girardeau | 10    | Douglas   | 8     | Knox      | 3     | New Madrid  | 10    | Raymond       | 9     | Warren     | 3  |
| Carroll        | 3     | Dunklin   | 10    | Laclede   | 8     | Newton      | 7     | Ripley        | 9     | Washington | 9  |
| Carter         | 9     | Franklin  | 5     | Lafayette | 4     | Nodaway     | 1     | St. Charles   | 6     | Wayne      | 10 |
| Cass           | 4     | Gasconade | 5     | Lawrence  | 7     | Oregon      | 9     | St. Clair     | 7     | Webster    | 8  |
|                |       | Geny      | 1     | Lewis     | 3     | Ozark       | 8     | St. Francois  | 10    | Worth      | 1  |
|                |       |           |       | Lincoln   | 3     |             |       | St. Genevieve | 10    | Wright     | 8  |

## ATTACHMENT E

### MoDOT Communications Tower Sites – Page 1 of 10

#### District One

Tower Location: **MARTINSVILLE**, HARRISON County

Latitude: 40°20'2" Longitude: 94°09'31"

Tower Type: GUYED Tower Height: 150 feet

Location Description: ON RT D AT S CITY LIMITS

Department Antenna (e):

VHF BASE & MOBILE REPEATER transmitting on 151.130 with an antenna tip height of 170 feet.

Tower Location: **QUITMAN** (Skidmore), NODAWAY County

Latitude: 40°22'37" Longitude: 95°10'36"

Tower Type: GUYED Tower Height: 150 feet

Location Description: ON RT HH 3 MI N OF RT 46

Department Antenna (e):

VHF BASE & MOBILE REPEATER transmitting on 151.130 with an antenna tip height of 170 feet.

Tower Location: **POLO**, RAY County

Latitude: 39°31'28" Longitude: 93°59'38"

Tower Type: GUYED Tower Height: 150 feet

Location Description: 2.0 MI S & 2.5 MI E

Department Antenna (e):

VHF BASE & MOBILE RELAY transmitting on 151.070 with an antenna tip height of 170 feet.

VHF BASE & MOBILE RELAY transmitting on 151.130 with an antenna tip height of 170 feet.

#### District Two

Tower Location: **AVALON**, LIVINGSTON County

Latitude: 39°39'20" Longitude: 93°20'37"

Tower Type: GUYED Tower Height: 150 feet

Location Description: RT H, 5.5 MI E

Department Antenna (e):

VHF BASE & MOBILE RELAY transmitting on 151.040 with an antenna tip height of 170 feet.

Tower Location: **FAYETTE**, HOWARD County

Latitude: 39°12'17" Longitude: 92°43'32"

Tower Type: SELF SUPPORTING Tower Height: 80 feet

Location Description: MO RT 240, 4 MI N

Department Antenna (e):

VHF BASE & MOBILE RELAY transmitting on 151.040 with an antenna tip height of 80 feet.

ATTACHMENT E

**MoDOT Communications Tower Sites – Page 2 of 10**

Tower Location: **HARRIS**, SULLIVAN County  
Latitude: 40°20'35" Longitude: 93°18'47"  
Tower Type: GUYED Tower Height: 150 feet  
Location Description: ON RT K, 3.5 MILES N ON RT E  
Department Antenna (e):  
VHF BASE & MOBILE RELAY transmitting on 151.040 with an antenna tip height of 170 feet.

Tower Location: **QUEEN CITY**, SCHUYLER County  
Latitude: 40°25'1" Longitude: 92°33'47"  
Tower Type: SELF SUPPORTING Tower Height: 100 feet  
Location Description: ON RT O AT E CITY LIMITS  
Department Antenna (e):  
VHF BASE & MOBILE RELAY transmitting on 151.040 with an antenna tip height of 100 feet.

**District Three**

Tower Location: **EOLIA**, PIKE County  
Latitude: 39°14'40" Longitude: 91°01'28"  
Tower Type: SELF SUPPORTING Tower Height: 100 feet  
Location Description: RT 61 W EDGE  
Department Antenna (e):  
VHF BASE & MOBILE RELAY transmitting on 151.070 with an antenna tip height of 120 feet.

Tower Location: **FAIRMONT**, CLARK County  
Latitude: 40°19'56" Longitude: 91°55'14"  
Tower Type: SELF SUPPORTING Tower Height: 130 feet  
Location Description: RT A 0.5 MI W  
Department Antenna (e):  
VHF BASE & MOBILE RELAY transmitting on 151.070 with an antenna tip height of 130 feet.

Tower Location: **HANNIBAL**, MARION County  
Latitude: 39°41'44" Longitude: 91°24'6"  
Tower Type: SELF SUPPORTING Tower Height: 145 feet  
Location Description: US HWY 61 S  
Department Antenna (e):  
MICROWAVE transmitting on 957.600 with an antenna tip height of 139 feet.

Tower Location: **MEXICO**, AUDRAIN County  
Latitude: 39°09'40" Longitude: 91°49'46"  
Tower Type: SELF SUPPORTING Tower Height: 80 feet  
Location Description: 1/4 MI S OF HWY 54 ON MO RT JJ  
Department Antenna (e):  
VHF BASE & MOBILE RELAY transmitting on 151.070 with an antenna tip height of 100 feet.

ATTACHMENT E

**MoDOT Communications Tower Sites – Page 3 of 10**

Tower Location: **WARRENTON**, WARREN County

Latitude: 38°44'7" Longitude: 91°12'52"

Tower Type: GUYED Tower Height: 200 feet

Location Description: RT. U, 7.5 MI SSW

Department Antenna (e):

VHF BASE & MOBILE RELAY transmitting on 151.040 with an antenna tip height of 180 feet.

VHF BASE & MOBILE RELAY transmitting on 151.130 with an antenna tip height of 200 feet.

VHF BASE & MOBILE RELAY transmitting on 151.070 with an antenna tip height of 220 feet.

**District Four**

Tower Location: **KANSAS CITY**, JACKSON County

Latitude: 39°03'18" Longitude: 94°28'58"

Tower Type: SELF SUPPORTING Tower Height: 250 feet

Location Description: LEEDS RD & I-70

Department Antenna (e):

VHF CONTROL STATION transmitting on 156.045 with an antenna tip height of 270 feet.

VHF CONTROL STATION transmitting on 156.135 with an antenna tip height of 270 feet.

VHF CONTROL STATION transmitting on 156.015 with an antenna tip height of 270 feet.

VHF BASE & MOBILE RELAY transmitting on 151.100 with an antenna tip height of 100 feet.

VHF BASE & MOBILE RELAY transmitting on 151.070 with an antenna tip height of 270 feet.

VHF BASE & MOBILE RELAY transmitting on 151.040 with an antenna tip height of 270 feet.

Tower Location: **URICH**, HENRY County

Latitude: 38°23'25" Longitude: 94°0'44"

Tower Type: GUYED Tower Height: 300 feet

Location Description: ON RT. K, 2.4 MI S

Department Antenna (e):

VHF BASE & MOBILE RELAY transmitting on 151.070 with an antenna tip height of 320 feet.

VHF BASE & MOBILE RELAY transmitting on 151.130 with an antenna tip height of 320 feet.

Tower Location: **PLATTE CITY**, PLATTE County

Latitude: 39°25'52" Longitude: 94°47'26"

Tower Type: SELF SUPPORTING Tower Height: 140 feet

Location Description: ON I-29 3.2 MI N OF MO 371 INTERCHANGE

Department Antenna (e):

VHF MOBILE RELAY transmitting on 151.070 with an antenna tip height of 160 feet.

ATTACHMENT E

**MoDOT Communications Tower Sites – Page 4 of 10**

Tower Location: **KANSAS CITY**, JACKSON County

Latitude: 39°05'45" Longitude: 94°34'18"

Tower Type: ANTENNA ONLY Tower Height: feet

Location Description: 908 TRUMAN RD

Department Antenna (e):

HIGHWAY ADVISORY RADIO BASE transmitting on 1.610 with an antenna tip height of 49 feet.

**District Five**

Tower Location: **ASHLAND**, BOONE County

Latitude: 38°46'11" Longitude: 92°17'38"

Tower Type: GUYED Tower Height: 300 feet

Location Description: 0.5 MI S,0.3 MI E JCT RTS M & MM

Department Antenna (e):

VHF BASE & MOBILE RELAY transmitting on 151.130 with an antenna tip height of 320 feet.

VHF CONTROL STATION transmitting on 156.045 with an antenna tip height of 320 feet.

VHF CONTROL STATION transmitting on 156.135 with an antenna tip height of 320 feet.

VHF CONTROL STATION transmitting on 156.015 with an antenna tip height of 280 feet.

MICROWAVE transmitting on 956.700 with an antenna tip height of 200 feet.

Tower Location: **COLE CAMP**, BENTON County

Latitude: 38°27'43" Longitude: 93°13'8"

Tower Type: SELF SUPPORTING Tower Height: 70 feet

Location Description: MoDOT MAINT LOT RT 52

Department Antenna (e):

VHF MOBILE RELAY transmitting on 151.130 with an antenna tip height of 67 feet.

Tower Location: **FREEBURG**, MARIES County

Latitude: 38°16'12" Longitude: 91°56'30"

Tower Type: SELF SUPPORTING Tower Height: 130 feet

Location Description: ON RT 63 4 MI S

Department Antenna (e):

VHF BASE & MOBILE RELAY transmitting on 151.130 with an antenna tip height of 130 feet.

Tower Location: **HUGHESVILLE**, PETTIS County

Latitude: 38°51'26" Longitude: 93°13'6"

Tower Type: GUYED Tower Height: 300 feet

Location Description: JCT RTS 65 & D

Department Antenna (e):

VHF BASE & MOBILE RELAY transmitting on 151.040 with an antenna tip height of 320 feet.

VHF BASE & MOBILE RELAY transmitting on 151.070 with an antenna tip height of 300 feet.

VHF BASE & MOBILE RELAY transmitting on 151.130 with an antenna tip height of 280 feet.

ATTACHMENT E

**MoDOT Communications Tower Sites – Page 5 of 10**

Tower Location: **JEFFERSON CITY**, COLE County

Latitude: 38°34'40" Longitude: 92°11'49"

Tower Type: SELF SUPPORTING Tower Height: 170 feet

Location Description: .1511 MISSOURI BLVD

Department Antenna (e):

MICROWAVE transmitting on 953.100 with an antenna tip height of 170 feet.

Tower Location: **MACKS CREEK**, CAMDEN County

Latitude: 37°58'30" Longitude: 92°0'34"

Tower Type: GUYED Tower Height: 300 feet

Location Description: JCT HWY 54 & J

Department Antenna (e):

VHF BASE & MOBILE REPEATER transmitting on 151.040 with an antenna tip height of 320 feet.

VHF BASE & MOBILE RELAY transmitting on 151.070 with an antenna tip height of 320 feet.

VHF BASE & MOBILE RELAY transmitting on 151.130 with an antenna tip height of 320 feet.

**District Six**

Tower Location: **HOUSE SPRINGS**, JEFFERSON County

Latitude: 38°24'47" Longitude: 90°31'23"

Tower Type: GUYED Tower Height: 250 feet

Location Description: 2.3 MI W ON RT 21 ON FOUR RIDGE RD

Department Antenna (e):

VHF BASE & MOBILE RELAY transmitting on 151.040 with an antenna tip height of 270 feet.

VHF CONTROL STATION transmitting on 156.015 with an antenna tip height of 235 feet.

VHF CONTROL STATION transmitting on 156.045 with an antenna tip height of 270 feet.

MICROWAVE transmitting on 956.700 with an antenna tip height of 200 feet.

VHF CONTROL STATION transmitting on 156.135 with an antenna tip height of 270 feet.

Tower Location: **TOWN AND COUNTRY**, ST LOUIS County

Latitude: 38°38'24" Longitude: 90°31'0"

Tower Type: MONOPOLE Tower Height: 145 feet

Location Description: 1590 WOODLAKE DR

Department Antenna (e):

MICROWAVE transmitting on 953.100 with an antenna tip height of 118 feet.

VHF BASE & MOBILE RELAY transmitting on 151.385 with an antenna tip height of 140 feet.

ATTACHMENT E  
MoDOT Communications Tower Sites – Page 6 of 10

District Seven

Tower Location: **AVILLA**, JASPER County  
Latitude: 37°11'35" Longitude: 94°08'32"  
Tower Type: GUYED Tower Height: 265 feet  
Location Description: ON ROUTE 37 0.2 MI S OF RT 96 JCT  
Department Antenna (e):  
VHF BASE & MOBILE RELAY transmitting on 151.130 with an antenna tip height of 240 feet.  
MICROWAVE transmitting on 957.600 with an antenna tip height of 200 feet.  
MICROWAVE transmitting on 956.700 with an antenna tip height of 262 feet.

Tower Location: **JERICO SPRINGS**, JASPER County  
Latitude: 37°36'42" Longitude: 94°00'33"  
Tower Type: GUYED Tower Height: 305 feet  
Location Description: ON RT 97 AT S CITY LIMITS  
Department Antenna (e):  
MICROWAVE transmitting on 953.100 with an antenna tip height of 285 feet.  
VHF BASE & MOBILE RELAY transmitting on 151.130 with an antenna tip height of 305 feet.  
VHF CONTROL STATION transmitting on 156.015 with an antenna tip height of 270 feet.  
VHF CONTROL STATION transmitting on 156.045 with an antenna tip height of 305 feet.  
VHF CONTROL STATION transmitting on 156.135 with an antenna tip height of 305 feet.

Tower Location: **JOPLIN**, JASPER County  
Latitude: 37°03'31" Longitude: 94°27'43"  
Tower Type: SELF SUPPORTING Tower Height: 165 feet  
Location Description: 0.14 MI W OF DU QUESNE RD & 0.23 MI N OF RTE FF  
Department Antenna (e):  
MICROWAVE transmitting on 956.700 with an antenna tip height of 160 feet.

Tower Location: **RIDGELEY**, BARRY County  
Latitude: 36°42'3" Longitude: 94°01'24"  
Tower Type: GUYED Tower Height: 150 feet  
Location Description: ON RT 76 AT NORTH CITY LIMITS  
Department Antenna (e):  
VHF BASE & MOBILE RELAY transmitting on 151.130 with an antenna tip height of 170 feet.

**District Eight**

Tower Location: **BRANSON**, TANEY County  
Latitude: 36°44'46" Longitude: 93°16'36"  
Tower Type: GUYED Tower Height: 150 feet  
Location Description: ON RT 148 0.3 MI E OF RT 160 JCT  
Department Antenna (e):  
VHF BASE & MOBILE RELAY transmitting on 151.040 with an antenna tip height of 170 feet.

Tower Location: **HUMANSVILLE**, POLK County  
Latitude: 37-48-8 .O N Longitude: 93-34-15 .O W  
Tower Type: WOOD POLE Tower Height: 45 feet  
Location Description: RT 123 ¼ mile N of Rt. V  
Department Antenna (e):  
VHF BASE & MOBILE RELAY transmitting on 151.040 with an antenna tip height of 53 feet.  
VHF BASE & MOBILE RELAY transmitting on 156.045 with an antenna tip height of 53 feet.

Tower Location: **LEBANON**, LACLEDE County  
Latitude: 37°40'19" Longitude: 92°39'45"  
Tower Type: WOOD POLE Tower Height: 70 feet  
Location Description: 500 W ELM ST  
Department Antenna (e):  
VHF MOBILE RELAY transmitting on 151.040 with an antenna tip height of 70 feet.

Tower Location: **ROMANCE**, OZARK County  
Latitude: 36°43'27" Longitude: 92°27'28"  
Tower Type: SELF SUPPORTING Tower Height: 130 feet  
Location Description: END FIRE TWR RD 3.6 MI E JCT RTS 5 & Y  
Department Antenna (e):  
MOBILE RELAY transmitting on 151.070 with an antenna tip height of 105 feet.  
VHF BASE & MOBILE RELAY transmitting on 151.040 with an antenna tip height of 130 feet.

Tower Location: **MOUNTAIN GROVE**, WRIGHT County  
Latitude: 37°5'55" Longitude: 92°16'12"  
Tower Type: GUYED Tower Height: 130 feet  
Location Description: 1.5 MI S JCT RTS 95 & AM  
Department Antenna (e):  
VHF BASE & MOBILE RELAY transmitting on 151.070 with an antenna tip height of 110 feet.  
VHF BASE & MOBILE RELAY transmitting on 151.040 with an antenna tip height of 130 feet.

ATTACHMENT E

**MoDOT Communications Tower Sites – Page 8 of 10**

Tower Location: **STRAFFORD**, GREENE County

Latitude: 37°19'18" Longitude: 93°07'46"

Tower Type: GUYED Tower Height: 265 feet

Location Description: 3.3 MI N 0.8 MI W & 0.5 MI N OF JCT I-44 & 125

Department Antenna (e):

MICROWAVE transmitting on 956.700 with an antenna tip height of 282 feet.

VHF BASE & MOBILE RELAY transmitting on 151.040 with an antenna tip height of 285 feet.

VHF CONTROL STATION transmitting on 156.045 with an antenna tip height of 285 feet.

VHF CONTROL STATION transmitting on 156.135 with an antenna tip height of 285 feet.

VHF CONTROL STATION transmitting on 156.015 with an antenna tip height of 250 feet.

**District Nine**

Tower Location: **ALTON**, OREGON County

Latitude: 36°41'49" Longitude: 91°30'3"

Tower Type: GUYED Tower Height: 165 feet

Location Description: 5.7 MI W RTE P & 0.5 MI N

Department Antenna (e):

VHF BASE & MOBILE RELAY transmitting on 151.070 with an antenna tip height of 165 feet.

Tower Location: **FLAT**, PHELPS County

Latitude: 37°45'22" Longitude: 91°58'28"

Tower Type: GUYED Tower Height: 320 feet

Location Description: RTE M 3.3 MI W

Department Antenna (e):

VHF BASE & MOBILE RELAY transmitting on 151.040 with an antenna tip height of 305 feet.

VHF BASE & MOBILE RELAY transmitting on 151.070 with an antenna tip height of 305 feet.

Tower Location: **ARCADIA** (Taum Sauk), IRON County

Latitude: 37°34'3" Longitude: 90°43'23"

Tower Type: GUYED Tower Height: 150 feet

Location Description: ON TAUM SAUK MTN

Department Antenna (e):

VHF BASE & MOBILE RELAY transmitting on 151.040 with an antenna tip height of 170 feet.

VHF BASE & MOBILE RELAY transmitting on 151.070 with an antenna tip height of 170 feet.

VHF BASE & MOBILE RELAY transmitting on 151.130 with an antenna tip height of 170 feet.

ATTACHMENT E

**MoDOT Communications Tower Sites – Page 9 of 10**

Tower Location: **LEASBURG**, CRAWFORD County

Latitude: 38°07'56" Longitude: 91°17'42"

Tower Type: SELF SUPPORTING Tower Height: 120 feet

Location Description: 3 MI N

Department Antenna (e):

VHF BASE & MOBILE RELAY transmitting on 151.040 with an antenna tip height of 100 feet.

VHF BASE & MOBILE RELAY transmitting on 151.070 with an antenna tip height of 120 feet.

Tower Location: **WINONA**, SHANNON County

Latitude: 37°02'18" Longitude: 91°19'21"

Tower Type: GUYED Tower Height: 185 feet

Location Description: IN FOREST SERVICE LAND OFF RTE 19 2.6 MI N RTE 60 JCT

Department Antenna (e):

VHF BASE & MOBILE RELAY transmitting on 151.070 with an antenna tip height of 185 feet.

**District Ten**

Tower Location: **BELL CITY**, STODDARD County

Latitude: 36°59'28" Longitude: 89°52'20"

Tower Type: GUYED Tower Height: 265 feet

Location Description: 1.6 MI S, 1.6 MI E, & 0.3 MI S OF JCT 25 & K

Department Antenna (e):

VHF BASE & MOBILE RELAY transmitting on 151.130 with an antenna tip height of 285 feet.

VHF CONTROL STATION transmitting on 156.015 with an antenna tip height of 250 feet.

VHF CONTROL STATION transmitting on 156.045 with an antenna tip height of 285 feet.

VHF CONTROL STATION transmitting on 156.135 with an antenna tip height of 285 feet.

MICROWAVE transmitting on 956.700 with an antenna tip height of 120 feet.

Tower Location: **PERRYVILLE**, PERRY County

Latitude: 37°43'14" Longitude: 89°53'55"

Tower Type: WOOD POLE Tower Height: 60 feet

Location Description: OUTER RD 1 MI N OF I-55 & MO RT 51

Department Antenna (e):

VHF BASE & MOBILE RELAY transmitting on 151.130 with an antenna tip height of 80 feet.

Tower Location: **SIKESTON**, SCOTT County

Latitude: 36°52'49" Longitude: 89°34'52"

Tower Type: SELF SUPPORTING Tower Height: 100 feet

Location Description: HIGHWAY DISTRICT OFFICE ROUTE 61

Department Antenna (e):

MICROWAVE transmitting on 953.100 with an antenna tip height of 98 feet.

ATTACHMENT E  
**MoDOT Communications Tower Sites – Page 10 of 10**

Tower Location: **WARDELL**, PEMISCOT County

Latitude: 36°20'59" Longitude: 89°48'22"

Tower Type: GUYED Tower Height: 170 feet

Location Description: AT E CITY LIMITS

Department Antenna (e):

VHF BASE & MOBILE RELAY transmitting on 151.130 with an antenna tip height of 170 feet.

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**ATTACHMENT G**  
**NOTICE OF COOPERATIVE PROCUREMENT**

**The Department is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials, and supplies that meet the MISSOURI DEPARTMENT OF Transportation specifications.**

Each bidder is asked to indicate below whether they would be willing to offer **Communications Tower Maintenance Services** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **Communications Tower Maintenance Services** meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES \_\_\_\_\_ NO \_\_\_\_\_

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location \_\_\_\_\_

Indicate the deadline date that orders will be accepted. \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

**ATTACHMENT H**

**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 an offeror 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 offeror **must** provide the following with the proposal 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 proposals, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in, stating that the offeror 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 offeror'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.

Veteran Information

Business Information

\_\_\_\_\_  
Service-Disabled Veteran's Name, (Please Print)

\_\_\_\_\_  
Service-Disabled Veteran Business Name

\_\_\_\_\_  
*Service-Disabled Veteran's Signature*

\_\_\_\_\_  
Missouri Address of Service-Disabled Veteran Business

# ATTACHMENT I

## WORK PLAN REQUIREMENTS

If the work to be performed is considered by MoDOT as requiring a “Work Plan”, MoDOT shall notify the Contractor of the anticipated work required and of a general description of the project. The Contractor shall agree and understand that “Work Plan” may include, but not necessarily be limited to, any of the services described in the general requirements of the bid document and any amendments issued therein.

### WORK PLAN PROCESS

- 1.1. By no later than one (1) calendar week after notification by MoDOT, the contractor must inspect the job site of the service project and must provide MoDOT with a written work plan which, at a minimum, contains the following information:
  - The services and materials required to complete the service project.
  - The number of hours required to complete the service project.
  - A guaranteed not-to-exceed price for completing the service project utilizing the firm, fixed prices stated on the Pricing Page.
  - A complete list of parts and/or materials (not including tools and equipment) needed to complete the service project that are not otherwise provided by MoDOT.
  - The guaranteed completion date of the service project with **Liquidated Damages in the amount of \$100.00 per working day**, for each day the work is not completed after the agreed completion date. **Refer to the Terms and Conditions issued with the bid documents for additional information regarding Liquidated Damages.**
  - The contractor may be required to provide design documentation (blueprints) as a portion of the written work plan and “as built” drawings.
- 1.1.1. MoDOT shall review the work plan and shall have the right to request modifications, changes, or additional elaboration to the written work plan in order to ensure successful completion of the service project according to MoDOT’s needs. MoDOT reserves the right to accept or reject all or any portion of the contractor’s written work plan.
- 1.1.2. If the contractor’s written work plan is accepted, a purchase order/ notice to proceed will be issued.
- 1.1.3. By no later than two (2) calendar weeks after receiving written approval to proceed from MoDOT, the contractor shall provide the services as approved in the written work plan and as necessary for completing the service project within the time frames approved in the written work plan.
- 1.1.4. The contractor shall agree and understand that MoDOT shall have the right to make changes in the requirements of a service project (size, configuration, etc.) prior to and during the contractor’s work on the service project.
- 1.1.5. If MoDOT notifies the contractor of such changes, the contractor must submit a written change order to MoDOT if there are any changes to the approved written work plan as a result of MoDOT’s changes in the requirements of the service project (e.g. types of services, number of hours of each type of service, the number of hours required for the service, parts and/or materials, time frames for completion of the service project).
- 1.1.6. The contractor must again receive MoDOT’s written approval signature on the change order before proceeding with the changes specified in the change order before deviations from the approved written work plan on that particular service project shall be allowed.
- 1.1.7. Upon completion of a service project, MoDOT Project Coordinator shall inspect the service project and notify the contractor of the acceptability of the completed service project and verify the completion date. If the service project is not acceptable to MoDOT, the contractor shall take corrective action as determined necessary by MoDOT Project Coordinator.

## **ATTACHMENT J: TYPES OF WORK - EXAMPLES**

### **Examples of Ground Work:**

Any work below 20-foot height above ground level will be considered groundwork. The following are examples of, but not necessarily limited to, tasks that will be considered groundwork:

- ⊖ Exothermic welding,
- ⊖ Guy wire tension checks and adjustments,
- ⊖ Checking and adjusting tower plumb,
- ⊖ Fence repair/replacement,
- ⊖ Building system grounding,
- ⊖ Guy anchor replacement,
- ⊖ Turnbuckle repair/replacement,
- ⊖ Ice guard replacement,
- ⊖ Guy bollard or protector repair/replacement,
- ⊖ And other work not specified that is less than 20 feet above ground level.

### **Examples of Tower Work**

Any work above 20-foot height above ground level will be considered tower work. The following are examples of, but not necessarily limited to, tasks that will be considered tower work:

- ⊖ Guy line replacement,
- ⊖ Transmission line installation/removal,
- ⊖ Antenna installation/removal,
- ⊖ Tower side light and strobe replacement,
- ⊖ Tower lighting system installation/replacement/repair
- ⊖ Torsion bar installation/repair,
- ⊖ Removal of abandoned equipment on the tower (antennas, transmission line, clips and hangers),
- ⊖ And other work not specified that is more than 20 feet above ground level.

**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 **Communications Tower Maintenance Services** 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 proposal, 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

By

\_\_\_\_\_  
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 Highways and Transportation Commission  
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

**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.

Missouri Highways and Transportation Commission  
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

**Subcontracting**

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

**Invoicing and Payment**

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request if applicable.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

**Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
  - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

**Executive Order**

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (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.**

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- 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.

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**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.

**Proposal/Bid Guaranty/Contract Bond**

- a. Each 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.
- b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
- c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.

**Information and Reports**

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

**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 statewide. The Annual Wage Order #16, Incremental Increase dated August 25, 2009, 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, as appropriate

**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 a "by District" 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 calendar 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.

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**Official Holidays**

a. The following days shall be construed as **official holidays** under the terms of the contract:

|                             |                                    |
|-----------------------------|------------------------------------|
| January 1                   | New Year's Day                     |
| Third Monday in January     | Martin Luther King, Jr.'s Birthday |
| February 12                 | Lincoln's Birthday                 |
| Third Monday in February    | Washington's Birthday              |
| May 8                       | Truman's Birthday                  |
| Last Monday in May          | Memorial Day                       |
| July 4                      | Independence Day                   |
| First Monday in September   | Labor Day                          |
| Second Monday in October    | Columbus Day                       |
| November 11                 | Veteran's Day                      |
| Fourth Thursday in November | Thanksgiving Day                   |
| December 25                 | Christmas Day                      |

b. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

**Temporary Suspension of Work**

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If the Department suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. The Department may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Calendar Days** after the claimed cause for the delay has ceased to exist.

**Cancellation of Contract**

- a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) calendar days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.
- b. If, within ten (10) calendar days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.

**Liquidated Damages**

- a. In the event the successful Contractor fails to deliver the material and/or services within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of one-hundred dollars (\$100.00) per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

**Prohibition Of Employment Of Unauthorized Aliens:**

- a. 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. 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, 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. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)] A copy of the affidavit referenced above is provided within this document.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of completed copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm).