



BID REQUEST NO.: 21063
TITLE: Tree Maintenance
ISSUE DATE: 02/09/2021

STRATEGIC SOURCING SPECIALIST: James E. Shatto
E-MAIL: shattoj@umkc.edu

RETURN BID BY EMAIL NO LATER THAN: 03/09/2021 AT 2:00 PM CENTRAL TIME

RETURN INSTRUCTIONS: DUE TO THE COVID-19 PANDEMIC ONLY E-MAILED BID RESPONSES WILL BE ACCEPTED AT: shattoj@umkc.edu.

BID PREPARED BY: UM System Procurement
University of Missouri – Kansas City
615 E 52ND St, School of Education, Room 024
Kansas City, MO 64110

CONTRACT PERIOD: See Bid for Detail

You are invited to submit bids on the items or services specified. All bids must be made on this form and shall be subject to the terms and conditions on the reverse side hereof for furnishing items or services of the description listed below. All deliveries shall be made **FOB DESTINATION** with freight charges fully included and prepaid. The seller pays and bears the freight charges.

In compliance with this bid request and subject to all of the terms and conditions thereon, bidder offers and agrees to furnish or deliver the items or perform the services upon which prices are quoted herein, such items or services to be provided within the number of days indicated after receipt by bidder of University Purchase Order. Only cash discounts having a period of thirty (30) days or more will be taken into account in determining the lowest bid. Discount time is compiled from day of delivery and acceptance of items or services or receipt of correct invoice, whichever is later.

The bidder further agrees that the language of this bid document shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the University of Missouri or when a Notice of Award is signed and issued by an authorized official of the University of Missouri, a binding contract shall exist between the bidder and The Curators of the University of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	DISCOUNT TERMS	DAYS DELIVERY AFTER RECEIPT OF ORDER	
CONTRACTOR TAX FILING TYPE WITH IRS (CHECK ONE TYPE.)			(NOTE: LLC IS NOT A VALID TAX FILING TYPE.)
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other _____			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

AUTHORIZED BIDDER REPRESENTATION

Authorized Signature		Date	
Printed Name		Title	
Company Name			
Mailing Address			
City, State, Zip			
Phone No.		Federal Employer ID No.	
Fax No.		E-Mail Address	
Number of calendar days delivery after receipt of order: _____		Payment Terms: _____ Note: Net 30 is default. Early pay discounts encouraged.	
Select Payment Method: SUA ACH Check			
Circle one: Individual Partnership Corporation			
If a corporation, incorporated under the laws of the State of _____			
Licensed to do business in the State of Missouri? ____yes ____no			
Maintain a regular place of business in the State of Missouri? ____yes ____no			

This signature sheet must be returned with your bid.

BID REQUEST AND BID CONDITIONS

This Bid Request and Bid is made upon and subject to the following conditions, all of which are accepted by bidder. Upon acceptance by University, this Bid Request and Bid and the University Purchase Order issued thereon shall constitute the contract for furnishing the items described in the bid in strict conformity with the contract instruments.

1. No oral explanation regarding the meaning of the specifications will be made, and no oral interpretation will be given before the award of the contract. If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of any part of the specifications or any other proposed contract documents, they may submit to the University a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made by addendum duly issued or delivered to each person receiving a set of such documents. The University will not be responsible for any other explanation or interpretations of the proposed documents.
2. The University reserves the right to reject any and all bids and to waive any informality in bids.
3. Whenever the name of a manufacturer or vendor is mentioned herein and words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designation unless the context specifies "no substitution". University assumes that items bid as equal are equal. University reserves the right to return at the bidder's expense all items that are furnished which are not acceptable as equals to items specified by the Bid Request and Specifications, and supplier agrees to replace such items with satisfactory items at the original bid price.
4. Unless it is so noted on the bid it will be deemed that the article furnished is that designated. If the supplier proposes to furnish an item of a different manufacturer or supplier other than the one specified on the face hereof, the manufacturer or supplier of the substituted items shall be noted and complete descriptive literature describing the items to be substituted must accompany the bid.
5. All items bid shall be new unless otherwise specified by the University.
6. Bidder agrees to unconditionally guarantee all items bid upon against defects in material and workmanship for a period of one year from the date of acceptance by the University unless otherwise specified.
7. Materials and services furnished the University are not subject to either Federal Excise Taxes or the Missouri Sales Tax. Exemption certificates will be furnished on request.
8. Prices quoted are to be firm and final, and prices shall be stated in units of quantity specified with packing and drayage charges included.
9. Shipments shall be marked as directed on the Purchase Order.
10. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. C.O.D. shipments will not be accepted. The seller must pay and bear all freight charges.
11. The University will not be responsible for articles or services furnished without a Purchase Order.
12. Risk of loss or damage to the goods prior to the time of their receipt and acceptance by the University is upon the supplier.
13. All invoices and correspondence shall show the Purchase Order Number. All invoices must contain full descriptive information on items or service furnished. Separate invoices shall be rendered for each order and forwarded to the University.
14. Supplier agrees to defend, protect, and save the University harmless from all claims and actions arising out of patent infringement.
15. University reserves the right to cancel all or any part of orders if shipment is not made as promised. Supplier shall notify the University if shipment cannot be made as promised. Time of proposed delivery must be stated in definite terms in the space provided.
16. The bidder hereby guarantees that no article listed herein is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act or an article which may not, under the provisions of Federal Law, be introduced into interstate commerce.
17. Samples, when required, are to be furnished prior to the date specified for receipt of bids.
18. In case of any doubt or difference of opinion as to the items to be furnished hereunder or the quality thereof, the decision of the UM Chief Procurement Officer shall be final and binding upon both parties.
19. The University reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the University. If a split award is not acceptable to a bidder, it must be stated in the bid response.

- 20.** In awarding the contract, the University may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, the financial standing of the bidder or bidders; the amount of other work being carried on by the bidder; the quality, efficiency, and construction of the equipment proposed to be furnished; the period of time within which the equipment is to be furnished and delivered; and the necessity of prompt delivery of the items herein described. The inability of any bidder to meet the requirement mentioned above may be cause for rejection of his bid.
- 21.** In the event time and materials are a portion of this bid, the University reserves the right to audit supplier's records concerning this bid.
- 22.** All items or services to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Standard. All alleged violations and deviations from said State and Federal regulations or standards of the items of services to be furnished hereunder, must be set forth on the Bid Form at the time of submission of the bid. Or if at any later date the items or services contained herein shall not meet all applicable state and federal requirements after the bidder is awarded the contract hereunder, the bidder must notify UM Procurement immediately in writing.
- 23.** The University serves from time to time as contractor for the United States Government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules, and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.
- 24.** As required by Section 508 of the Rehabilitation Act (36 C.F.R., Pt. 1194) and other state and federal laws, the University requires that all products provide equivalent ease of use for individuals with disabilities as for non-disabled individuals. To fulfill this obligations, Bidder shall: (1) ensure that all products comply with the Web Content Accessibility Guidelines (WCAG); (2) provide the University with an Accessibility Conformance Report; (3) respond promptly to accessibility complaints or reported deficiencies at no cost to the University; and (4) indemnify and hold the University harmless in the event of any claims arising from inaccessibility.
- 25.** Bidder certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).
- 26.** If this bid involves health care services or products, the Bidder agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Bidder with regard to patients of the University. All services provided pursuant to this bid shall be provided in accordance with all applicable federal and state laws, including The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, sections 261-264, the Administrative Simplification sections and the regulations promulgated pursuant thereto and regulations of the Joint Commission on Administration. Bidder represents that Bidder is not currently excluded or threatened with exclusion from participating in any federal or state funded health care program, including Medicare and Medicaid. Bidder agrees to notify the University of any imposed exclusions or sanctions covered by this representation.
- 27.** If the contract resulting from this bid involves the acquisition of disposal of services, supplies, information technology, or construction and has a total potential value of \$100,000 or more, and if awarded supplier is a company with ten (10) or more employees, then Supplier certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this Contract. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.
- 28.** Any contract issued as a result of this RFB shall be construed according to the laws of the State of Missouri. Additionally, the awarded supplier shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- 29.** In accordance with University policy, preference shall be given to Missouri products, materials, services, and firms when the goods or services to be provided are equally or better suited for the intended purpose. In assessing overall value, consideration will be given to the extent to which proximity or Missouri preference of the supplier provides potential advantages or reduction of risks. Firms are considered "Missouri firms" if they maintain a regular place of business in the State of Missouri.
- 30.** In connection with the furnishing of equipment, supplies, and/or services as a result of this bid, the contractor and all subcontractors shall agree not to discriminate against any recipients of services, or employees or applicants for

employment on the basis of race, color, religion, national origin, sex, age, disability or veteran status. The contractor shall comply with federal laws, rules, and regulations applicable to subcontractors of government contracts, including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.

- 31.** Due to the changing nature of the COVID-19 pandemic, awarded supplier will monitor and comply with CDC and other federal, state and local guidance; modifications to University operating procedures; and directives of University relating to protection of the health and safety of the University community.

NOTIFICATION TO UNIVERSITY IN EVENT OF POSITIVE COVID-19 CASE: In the event any of the successful Contractor's personnel who have or are presently performing services for the University of Missouri (a) tests positive for COVID-19, or (b) has been in close contact with someone that tests positive for COVID-19, the successful Contractor shall immediately notify the University designated contact, and take immediate action to quarantine such person and any other Contractor Personnel who may have come in contact with the person testing positive for COVID-19, and assist University in identifying any other persons on the University campus who may have come in contact with such person. Contractor must clean and disinfect all areas any infected person may have contacted on University's campus, and any cleaning or sanitation costs resulting from a positive COVID-19 test of Contractor personnel are the sole cost and responsibility of Contractor.

- 32.** Suppliers shall refrain in offering any offers of gifts to the University and all University of Missouri employees in accordance with University of Missouri Policy, #26301, Suppliers.
- 33.** The University reserves the right, in its best interest as determined by the University, to cancel the contract by giving written notice to the Supplier thirty (30) days prior to the effective date of such cancellation.
- 34.** Preferred settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 30 after the date of invoice. Payment terms associated with settlement by check will be net 30 days. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred. For consulting services and/or contract labor services performed for MU Health Care, the hourly rate and the number of hours worked must be included in the agreement and/or on the invoice submitted. Payment may not occur unless this information has been provided. The University encourages suppliers to opt into its Single-Use Account (SUA) credit card program for payment of invoices. The SUA is an electronic, credit card-based payment solution that acts like a check. It provides a single 16-digit virtual account number for each payment. Similar to a check, the credit limit on each SUA is set to the specific payment amount. Payment terms for Suppliers who participate in the SUA program are Net 0 as opposed to the standard Net 30 terms. No additional fees shall be charged for the use of University credit cards.
- 35.** The intended coverage of this RFB, and any contract resulting from this solicitation, shall be for the use by all faculty, staff, students, departments, locations, and affiliates of the University of Missouri, including MU Health Care. The University of Missouri System seeks to make the terms and prices of this bid available to other public entities and higher education institutions. Extension of the terms and prices to any or all other higher education institutions and public entities is at the discretion of bidders and shall not be considered in the award of this bid. The bidder shall further understand and agree that participation by other higher education institutions and public entities is discretionary on the part of these institutions, and the University of Missouri System bears no financial responsibility for any payments due the supplier by such entities, nor will the University be responsible for contract administration other institutions.

NOTICE TO BIDDERS

The University of Missouri (UM) requests bids for the Furnishing and Delivery of TREE MAINTENANCE (Crown reduction, Trimming, Removal with Stump/chips removed and hole filled with top soil, Tree removal without stump then sow fescue/rye grass seed over the soil and rake it, Stump grinding only with chips removed and filled with soil and cleanup of the area) for the UMKC Campus in the City of Kansas City, MO, Bid #21063, which will be received by the undersigned by email only until 2:00 p.m., CT, on Tuesday, March 9, 2021. There will not be a Bid Opening at that time. All bids responses are to be emailed, not delivered.

No oral explanation in regard to the meaning of the specifications will be made. Any questions concerning the specification, terms and conditions or performance of this Invitation for Bid must be submitted IN WRITING to Jim Shatto, UM System Procurement. Questions shall be emailed to Jim Shatto at shattoj@umkc.edu. The deadline for questions in regard to this BID is Friday, February 26, 2021 at 2:00 PM Central Time. Any interpretation of the proposed documents will be made by addendum duly issued and posted on the UM System Procurement website: <https://www.umsystem.edu/ums/fa/procurement/bids>

Additional Copies of the Specifications and the conditions of bid together with the printed form on which bids must be made may be downloaded at: <https://www.umsystem.edu/ums/fa/procurement/bids>

It is the responsibility of the bidders to check this website regularly for any addendums or notices posted in regard to this bid.

The University reserves the right to waive any informality in bids and to reject any or all bids.

FOR THE CURATORS OF THE
UNIVERSITY OF MISSOURI

By:

James E. Shatto, Strategic Sourcing Specialist
UM System Procurement
For The University of Missouri-Kansas City
School of Education, Room 024
615 E. 52nd Street
Kansas City, MO 64110
Email: shattoj@umkc.edu

Bid Date: February 9, 2021

University of Missouri
DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS FOR BID

SCOPE OF WORK

The Contractor shall furnish all labor, materials and equipment necessary for Tree Maintenance (Crown reduction Trimming, Removal with Stump/chips removed and hole filled with top soil, Tree removal without stump then sow fescue/rye grass seed over the soil and rake it, Stump grinding only with chips removed and cleanup of debris) for the University of Missouri-Kansas City (UMKC) per the following specifications.

Proper use of equipment and safety standards shall be maintained to provide a safe as possible environment and surface for UMKC and foot traffic. Areas to maintain will be specified by UMKC Grounds Supervisor on an As-Needed and As-Called-for Basis.

1. PRE-BID INSPECTION

- a. All Contractors shall visit the sites prior to bidding and inform themselves as to the form of action to be taken to perform the work in an expedient and safe manner. All site visits shall be arranged through Campus Facilities Management by calling Steve Jenks at 816-235-1348, or by email to jenks@umkc.edu.
- b. All Contractors shall field-verify all trees subject to Tree Maintenance prior to bidding. Any discrepancies shall be submitted to the Director, Campus Facilities Management, not later than 5 working days prior to bid date. No additions to the contract price will be approved due to contractor's failure to verify sizes of removal areas prior to bid.

2. CONTRACT PERIOD

This contract shall commence on April 1, 2021 or upon award, whichever is sooner and shall run through March 31 of each year.

3. RENEWAL OPTIONS / PRICE INCREASES

Firm prices are requested April 1, 2021 through March 31, 2023 with the option to renew the bid for three (3) additional one-year periods upon mutual agreement with the University and the successful bidder.

4. REQUIREMENTS / EXECUTION OF CONTRACT

- a. The contractor shall furnish all labor, and all chain saws, pole saws both gas or handheld trimming and blowing equipment at UMKC Volker Campus to provide service to the areas covered under this contract. The contractor shall furnish equipment in good working order that is sufficient to perform the specified work without repeated break down.
- b. Contractor to furnish a 24 hour, 7 day per week communications line, by telephone, cell phone or personal pager.

- c. Contractor to provide bid for Monday –Tuesday services.
- d. Use proper approved safety equipment and be aware of your surroundings. PLEASE NOTE AND TAKE INTO ACCOUNT that there could be Campus Pedestrian Traffic in most of the areas.
- e. Parking: Company Vehicles with trailers may park on turf when dry or ground is frozen also on pavements as part of the work site. Contractors are required to buy parking passes for any additional vehicles if parked in parking lots. You can also find free parallel parking on 50th Street between Rockhill Road and Troost or Cherry Street (one way) between Volker and 50th Street; these two options are best used prior to 7am to get a parking space.

5. **PAYMENT**

The successful bidder will make application for payment by furnishing the University with an original invoice setting forth the quantity and total value of each delivery.

The contractor should submit a bill by the month with prior agreement having been reached with Director of Campus Facilities Management or his representative as to the exact parameter on which the billing is based.

Original invoices properly prepared and executed by the successful bidder are to be sent to the office of the Campus Facilities Management, University of Missouri-Kansas City, 5100 Rockhill Road, GSB 101, Kansas City, MO. 64110, Attention: Andrea DiRaimo. All invoices must include Purchase Order Number assigned, if applicable.

6. BID QUOTE

LOCATIONS MON-SAT SVCS with some WEEKEND SVCS provided due to storms or availability

Please see Grounds Supervisor for Tree Maps or Asset Manager for the following locations for familiarity, Please Provide hourly rate below:

	Monday-Friday	Weekend
• Fine Arts	\$ _____	\$ _____
• Atterbury Student Success Center	_____	_____
• Rockhill/Cherry St Front	_____	_____
• Olson Performing Arts Center	_____	_____
• Swinney Recreation Center	_____	_____
• Nichols Library and Learning Center	_____	_____
• Durwood Stadium	_____	_____
• Spencer Chemistry Building	_____	_____
• Biological Sciences Building	_____	_____
• Katz Hall	_____	_____
• Cockefair Hall	_____	_____
• University House	_____	_____
• General Services Building	_____	_____
• Berkley Center	_____	_____
• Scofield	_____	_____
• Flarsheim	_____	_____
• Newcomb	_____	_____
• Manheim	_____	_____
• Royal	_____	_____
• Haag Hall	_____	_____
• Old Maintenance Building	_____	_____
• Student Union	_____	_____
• Bloch Heritage Hall	_____	_____
• Bloch Executive Hall	_____	_____
• Oak Street Residence Hall	_____	_____
• Cherry Hall	_____	_____
• Cherry Street Garage	_____	_____
• Oak Place Apartments	_____	_____
• Johnson Residence Hall	_____	_____
• Administration	_____	_____
• Law Building	_____	_____
• Toy and Miniature Museum	_____	_____
• Epperson House	_____	_____
• Education	_____	_____
• Grant Hall	_____	_____
• Rockhill Parking Garage	_____	_____

	Monday-Friday	Weekend
• Holmes Street houses	\$ _____	\$ _____
• Rockhill houses	_____	_____
• Harrison houses	_____	_____
• Troost Properties	_____	_____
• Hospital Hill	_____	_____

Maps for the current trees to be maintained are available upon request. Contractor is encouraged to drive and/or walk the areas to bid on tree maintenance, please contact Steve Jenks for the list of the trees to field verify subject to the tree maintenance bid for any or the following actions: Crown Reduction, Trimming, Tree Removal with Stump/chips removed and hole filled with top soil, Tree removal without stump then sow fescue/rye grass seed over the soil and rake it, Stump grinding only with chips removed and hole filled with top soil and seeded and cleanup of debris.

INSURANCE REQUIREMENTS

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the University’s review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

Commercial General Liability Contractor agrees to maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$5,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest “Each Occurrence” limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the University as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.

Business Auto Liability Contractor agrees to maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers’ Compensation & Employers Liability Contractor agrees to maintain Workers’ Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

Contract Language The Curators of the University of Missouri, its officers, employees and agents are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the inception date of the contract between the contractor and the University. Contractor/Party is required to maintain coverages as stated and required to notify the University of a Carrier Change or cancellation within 2 business days. The University reserves the right to request a copy of the policy. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

Indemnification

The Contractor agrees to defend, indemnify, and save harmless The Curators of the University of Missouri, their Officers, Agents, Employees and Volunteers, from and against all loss or expense from any cause of action arising from the Contractor's operations. The contractor agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims, and demands at the sole expense of the Contractor or at the option of the University, agrees to pay to or reimburse the University for the Defense Costs incurred by the University in connection with any such liability claims, or demands.

The parties hereto understand and agree that the University is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, or its officers, employees, agents or volunteers.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the University shall have the right to cancel and terminate the contract without notice.

The insurance required by the provisions of this article is required in the public interest and the University does not assume and liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.

BIDS WILL BE AWARDED ON A "ALL OR NONE" BASIS

NOTE: The University reserves the right to ask for and assess Company History and Experience and figure into the award of a contract for this bid. The University may also ask for at least three references from contractors with contracts of similar size and scope. Findings from these references may also determine award of a contract for this bid.

CONTRACT TERMINATION FOR CONVENIENCE

The University reserves the right, in its best interest as determined by the University, to cancel the contract by given written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

CONTRACT TERMINATION FOR CAUSE

In the event the Contractor violates any provisions of the contract, the University may serve written notice upon Contractor and Surety setting forth the violations and demanding compliance with the contract. Unless within ten (10) days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the University may terminate the contract by serving written notice upon the Contractor; but the liability of Contractor and Surety for such violation; and for any and all damages resulting there from, as well as from such termination, shall not be affected by any such termination.

CAMPUS CONTACT

UM Procurement is the issuing office for this RFB and all subsequent addenda relating to it. UM Procurement is the sole point of contact regarding all Procurement and contractual matters relating to the requirements described in this RFB. UM Procurement is the only office authorized to change, modify, clarify, etc., the specifications, terms, and conditions of this RFB and any contract(s) awarded as a result of this RFB.

BID QUOTE (Provide a price for each area listed below.)

Crown Reduction, Trimming, Tree Removal with Stump/chips removed and hole filled with top soil then sow fescue/rye grass seed over the soil and rake it, Tree removal without stump, Stump grinding only with chips removed and the hole filled with top soil and cleanup of debris. Please use additional paper provided below to bid each of the above actions separately:

Crown Reduction and cleanup of debris

- Hourly \$ _____

OR

- Per Tree (please provide pricing as per DBH or Diameter Breast Height)
\$ _____

Trimming and cleanup of debris

- Hourly \$ _____

OR

- Per Tree (please provide pricing as per DBH or Diameter Breast Height)
\$ _____

Tree Removal with Stump/chips removed and hole filled with top soil then sow fescue/rye grass seed over the soil and rake it and cleanup of debris

- Hourly \$ _____

OR

- Per Tree (please provide pricing as per DBH or Diameter Breast Height)
\$ _____

Tree removal without stump and cleanup of debris

- Hourly \$ _____

OR

- Per Tree (please provide pricing as per DBH or Diameter Breast Height)
\$ _____

Stump grinding only with chips removed and the hole filled with top soil topsoil then sow fescue/rye grass seed over the soil and rake it and cleanup of debris

- Hourly \$ _____

OR

- Per Tree (please provide pricing as per DBH or Diameter Breast Height)
\$ _____

**ATTACHMENT A
SUPPLIER DIVERSITY PARTICIPATION FORM**

The University of Missouri System is committed to and supports supplier diversity as an essential part of the University’s mission and core values. The University’s Supplier Diversity efforts reflect this mission.

Tier 2 Supplier Diversity Information - The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. Tier 2 Spend is spend reported by primary (non-diverse) suppliers of the University of Missouri who subcontract work to or make purchases from a diverse supplier. Depending upon the contract, primary (non-diverse) suppliers will be asked to submit Tier 2 information with Minority and Diverse Owned companies. Suppliers have two options in reporting Tier 2 dollars depending on the terms of the contract: Direct and Indirect.

- Direct dollars - those dollars directly spent with Women and Diverse Owned suppliers in the fulfillment of the contract.
- Indirect dollars - based on a percentage of revenue the University represents to the supplier. An example is as follows:
 1. Supplier's Total Revenues: \$10,000,000
 2. Revenues from University \$: \$ 4,000,000
 3. University % of Total Revenues: 40% (#2 divided by #1)
 4. Total Minority and Diverse owned Dollars \$: \$ 400,000
 5. University % Attributable Revenue: 1% (#4 divided by #2)

1. Does your company have a Supplier Diversity Program? If so, describe efforts your company has made to increase business with Minority and Diverse Owned businesses (i.e. does your company have a policy statement, participate in outreach activities, promote diverse subcontracting, publicize bid opportunities, provide certification assistance, etc.?) Provide examples (use additional pages if needed):

2. If you are a non-diverse owned company, what percentage of your company's total contracting and procurement spend for the prior year was with Minority and Diverse Owned businesses? _____
 Are you able to provide this information specific to University of Missouri business? _____

3. If you are a non-diverse owned company, complete the following table indicating the percentage your company will subcontract with certified Women and Diverse Owned businesses should your company be the successful bidder. Note: If your company does not plan to use Women and Diverse Owned businesses to fulfill your contract obligations, please explain why not.

Supplier Name	% of Contract	Specify Direct or Indirect

If there are questions regarding supplier diversity at the University, contact Teresa Vest, vestt@umsystem.edu.

**ATTACHMENT B
SUPPLIER REGISTRATION INFORMATION**

Completion of this section is strongly encouraged. Please review and check ALL applicable boxes.

SMALL BUSINESS CONCERN: Yes No

NOTE: The term "small business concern" shall mean a business as defined pursuant to Section 3 of the Small Business Act and relevant regulations issued pursuant thereto. Generally, this means a small business concern organized for profit, which is independently owned and operated, is not dominant in the field of operations in which it is bidding. We would consider any firm with 500 employees or less a "small business concern".

WOMAN OWNED BUSINESS (WBE): Yes No

NOTE: A woman owned business is defined as an organization that is 51% owned, controlled and/or managed, by a woman. The determination of WBE status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 106-554 for more detail.

MINORITY BUSINESS ENTERPRISE (MBE): Yes No

NOTE: A minority business is defined as an organization that is 51% owned, controlled and/or managed by minority group members. The determination of minority status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 95-507 for more detail. Place an X by the appropriate space below.

- Asian-Indian - A U.S. citizen whose origins are from India, Pakistan and Bangladesh
- Asian-Pacific - A U.S. citizen whose origins are from Japan, China, Indonesia, Malaysia, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas.
- Black - A U.S. citizen having origins in any of the Black racial groups of Africa.
- Hispanic - A U.S. citizen of true-born Hispanic heritage, from any of the Spanish-speaking areas Mexico, Central America, South America and the Caribbean Basin only.
- Native American - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part.

VETERAN BUSINESS ENTERPRISE Yes No

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE Yes No

NOTE: A Veteran or Service-Disabled Veteran business is defined as an organization that is 51% owned, controlled and/or managed by Veterans. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 109-461 for more detail.

MISSOURI FIRM: Yes No

NOTE: A Missouri Firm is defined as an organization which has and maintains within the State of Missouri a regular place of business for the transaction of their business.

SUPPLIER'S CERTIFICATION:

The undersigned hereby certifies that the foregoing information is a true and correct statement of the facts and agrees to abide by the laws of the State of Missouri and the rules and regulations of the University of Missouri System now in effect, including any subsequent revisions thereof. Supplier acknowledges that it is his/her responsibility to keep the information current by notifying the University of Missouri of any changes.

Signature of Person Authorized to Sign this Form: _____

Title: _____ Date: _____