

## INVITATION FOR BID



<b>TO:</b>	<b>IFB NO:</b>	<b>9265</b>
	<b>DATE:</b>	<b>March 12, 2010</b>
	<b>BUYER:</b>	<b>Michael D. Sibert, CPPB</b>
	<b>PHONE:</b>	<b>(660) 543-4001</b>
<b>SEALED BID MUST BE RECEIVED NO LATER THAN:</b> <b>DATE: Tuesday March 30, 2010</b> <b>TIME: 2:00 p.m. CDST</b>  <b>*NOTE* Bidders are requested to submit three (3) copies of their bid response, (Original and two (2) copies.</b>		
<b>RETURN BID TO:</b>	<b>UNIVERSITY OF CENTRAL MISSOURI</b> <b>PROCUREMENT OFFICE, GENERAL SERVICES BUILDING</b> <b>102 W. SOUTH STREET</b> <b>WARRENSBURG, MO 64093</b>	
<u><b>UNIVERSITY (Former) REINHART RUFF FARM LAND LEASE</b></u> <u><b>{Max B. Swisher Airport Property Plan} (141 Acres M/L)</b></u>  <b>CONTRACT PERIOD: Date of Award 2010 through March 31, 2010 (Renewal Options)</b> <b>(The University MAY renew the lease for three (3) addition one (1) year renewals from April 1 through March 31 of each renewal periods.)</b>		

**SCOPE OF LEASE:** Prospective bidders are hereby invited to submit their bids to Lease University Owned farm land adjacent to the Max B. Swisher Airport, (141 Acres M/L). The bidder shall provide all manpower, machinery, and materials to include maintenance and fencing improvement and maintenance as required for the grazing of livestock. In addition, the bidder shall be responsible for preventing the spread of noxious weeds/plants on the property during the term of the lease. The bidder shall provide firm, fixed prices for the services described herein, in accordance with the terms and conditions of this document and lease.

The owner perceives the use of this property for the grazing of cattle or other livestock. Any use of the land for any such purpose other than cattle grazing must be approved by the University.

**PRE-BID**  
**CONFERENCE**

No pre-bid conference is scheduled. If needed, questions may be forwarded via fax or email to The Department of Procurement and Materials Management, General Services Building, 102 W. South Street, Warrensburg, MO 64093. Fax: 543-8345, email: [Sibert@ucmo.edu](mailto:Sibert@ucmo.edu), up to 2:00 p.m. CST, Tuesday March 23, 2010. If required an addendum will be posted on the University's Procurement Website answering or clarifying questions.

**IMPORTANT:**

- 1. Proposal must be prepared in accordance with Bid Submission Information. Those proposals which are not in compliance, may be deemed non-responsive**
- 2. The last day for questions regarding this IFB is 2:00 p.m. CST, Monday March 23, 2010.**

**UNIVERSITY OF CENTRAL MISSOURI  
PROCUREMENT AND MATERIALS MANAGEMENT OFFICE**

**TERMS AND CONDITIONS**

**INVITATION FOR BID**

**1. TERMINOLOGY/DEFINITIONS**

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Amendment** means a written, official modification to an IFB or to a contract.
- b. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- c. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the Physical receipt of sealed bids in the Procurement and Materials Management Office.
- d. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- e. **Buyer** means the procurement staff member of the Procurement and Materials Management Office. The **Contact Person** as referenced herein is usually the Buyer.
- f. **Contract/Lease** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- g. **Contractor** means a person, organization, or farming agent who is a successful bidder as a result of an IFB and who enters into a contract.
- h. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and return with the sealed bid prior to the specified opening date and time.
- i. **Invitation for Bid (IFB)** means the solicitation document issued by the Procurement and Materials Management Office to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- j. **May** means that a certain feature, component, or action is permissible, but not required.
- k. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a proposal being considered non-responsive.
- l. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable to the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and returned by the bidder with the sealed bid prior to the specified bid opening date and time.
- m. **Shall** have the same meaning as the word must.
- n. **Should** mean that a certain feature, component, and/or action are desirable but not mandatory.

**2. OPEN COMPETITION/INVITATION FOR BID DOCUMENT**

- a. It shall be the bidder's responsibility to ask questions, request changes, or clarification, or otherwise advise the Procurement and Materials Management Office if language, specifications, or requirements of an IFB appear ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive procurement process, etc., must be directed to

the buyer as indicated on the first page of the IFB. Such communication should be received at least seven calendar days prior to the official bid opening date.

Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all bidders will be advised, via the issuance of an amendment to the IFB, of relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, questions received by the Procurement and Materials Management Office less than seven calendar days prior to the IFB opening date may not be answered.

- b. Bidders are cautioned that the only official position of the University is that position which is stated in writing and issued by the Procurement and Materials Management Office in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- c. The Procurement and Materials Management Office monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- d. The Procurement and Materials Management Office reserves the right to officially modify or cancel an IFB after issuance. Such a modification shall be identified as an amendment.

### **3. PREPARATION OF BIDS**

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Prices bid shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.

### **4. SUBMISSION OF BIDS**

- a. A bid submitted by a bidder must (1) be signed by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, (3) be priced as required, (4) be sealed in an envelope or container, unless otherwise identified as a facsimile bid on the cover sheet and (5) be mailed or hand delivered, unless otherwise identified as a facsimile bid on the cover sheet to the Procurement and Materials Management Office and officially clocked in no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid may only be modified or withdrawn by signed, written notice which has been received by the Procurement and Materials Management Office prior to the official opening date and time specified. A bid may also be withdrawn or modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw or modify a bid shall not be honored.

### **5. FACSIMILE DOCUMENTS**

All responses to IFB's and amendments to IFB's including "no bid" responses and requests to modify a bid, must be delivered to the Procurement and Materials Management Office in a sealed envelope or container unless otherwise identified as a facsimile bid on the cover sheet. Submission by unsealed facsimile, telegram, or telephone is not acceptable. However, sealed bids containing faxed pages are acceptable. In addition, requests to withdraw bids may be submitted by facsimile but must be received by the Procurement and Materials Management Office prior to the official opening date and time specified.

### **6. BID OPENING**

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Prices shall be read or made available at the bid opening.

- b. It is the bidder's responsibility to ensure that the bid is delivered by the official opening date and time to the Procurement and Materials Management Office.
- c. Bids which are not received by the Procurement and Materials Management Office prior to the official opening date and time shall be considered late, regardless of the degree of lateness or the reason related thereto, including causes beyond the control of the bidder. Late bids shall not be opened.

## 7. INSURANCE

- a. The Contractor shall procure and maintain for the duration of the contract issued a policy or policies of insurance for the protection both the Contractor and the Owner and their respective officers, officials, agents, consultants and employees. The Owner requires certification of insurance coverage from the Contractor prior to commencing work.
- b. Contractor shall provide and maintain during the life of the contract/lease, insurance acceptable to the Owner which will afford protection and coverage in accordance with the requirements set forth below.
- c. Public Liability and Property Damage Insurance: Public Liability and Property Damage Insurance in comprehensive general liability form as shall protect Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including wrongful death, and from claims for property damage which may arise from the operations under the contract including all trucks and automobiles used, whether owned or not, and whether such operations be by the Contractor or any subcontractor or by anyone directly employed by either of them. The amount of insurance shall not be less than the following:

1. Public Liability and Property Damage -

Bodily injury:	
each person	\$100,000
aggregate	\$1,000,000

Property damage:	
each accident	\$1,000,000
aggregate	\$1,000,000

2. Automobile Public Liability and Property Damage -

Bodily injury:	
each person	\$100,000
aggregate	\$1,000,000

Property damage:	
each accident	\$1,000,000

3. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

**NOTE\*\*\*\*It shall be the responsibility of Farming Agent to insure all fencing is properly installed/maintained, and that any livestock which may escape the confines of said lease property are the SOLE responsibility of the farming agent, and liability for all damage as a result of livestock is strictly the responsibility of the Farming Agent.**

- d. Such policy or policies shall by proper endorsement cover any liability of Contractor under the indemnification provision, of these General Conditions.
- e. Within fourteen (14) consecutive calendar days after notice of lease award, the Farming Agent shall furnish the Office of Procurement and Materials Management with certificates showing that the Farming Agent is covered by the required Insurance and showing the type, amount, class of operations covered, effective dates and dates of expiration of the policies.
- f. Upon receipt of any notice of cancellation or alteration, Contractor shall within five (5) days procure other policies of insurance similar in all respects to the policy or policies about to be canceled or altered. Neither the Contractor nor the Contractor's agents shall perform work on the Owner's property without the minimum insurance set forth herein being fully in force. There shall be no time extension granted for the Contractor's failure to maintain required insurance coverage.

## **8. PREFERENCES**

- a. 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. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- b. In accordance with Executive Order 98-21, contractors are encouraged to utilize minority and women-owned businesses in selecting subcontractors.

## **9. EVALUATION/AWARD**

- a. Any clerical error, apparent on its face, may be corrected by the Procurement and Materials Management Office before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request written clarification of the intended bid. The correction shall be made in the notice of award. Examples of apparent clerical errors are (1) misplacement of a decimal point; and (2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder but not reflected on the pricing page shall be subject to evaluation if deemed by the Procurement and Materials Management Office to be in the best interests of the University.
- c. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the best value, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB.
- d. In the event all bidders fail to meet the same mandatory requirement in an IFB, the Procurement and Materials Management Office reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the Procurement and Materials Management Office reserves the right to waive any minor irregularity or technicality found in any individual bid.
- e. The Procurement and Materials Management Office reserves the right to reject any and all bids. When all bids are unacceptable and circumstances do not permit a rebid, the Procurement and Materials Management Office may negotiate for the required services.
- f. When evaluating a bid, the University reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from another source.
- g. Any information contained in the bid package, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- h. Any award of a contract shall be made by written notification from the Procurement and Materials Management Office to the successful bidder. The Procurement and Materials Management Office reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Procurement and Materials Management Office based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the University.
- i. All bids and associated documentation which were submitted on or before the official opening date will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- j. The Procurement and Materials Management Office reserves the right to request written clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response shall be subject to acceptance or rejection without further clarification.

## **10. LEASE/CONTRACT**

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB and (3) the Procurement and Materials Management Office's acceptance of the response (bid) by "notice of award".

- c. 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 representatives of the contractor and the Procurement and Materials Management Office by a change 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/change order to the contract.

## 11. LEASE CONDITIONS AND PAYMENT

- a. The term of this lease/contract shall be from Date of Award through March 31, 2011 with (Renewal Options) provided, however, that either party to the lease/contract shall have the option to cancel and terminate at the end of the first year of the lease/contract by giving the other party sixty (60) days prior written notice of its intent to so terminate at the end of the first annual term. RENEWAL OPTION: Pursuant to the provisions in the Invitation for Bid, The University of Central Missouri shall have the SOLE OPTION to extend the contract period for and additional (3) three, (1) one year renewal periods thereof. In the event the University exercises such right, all terms, conditions, and provisions of the contract, including price and discounts, shall remain the same and apply during the renewal period. Renewal periods shall be from April 1 through March 31 of each renewal period.
- b. The FARMING AGENT agrees to pay to the University a per acre price as bid due within 10-days of the initial award, renewal period. Payments in subsequent years shall be the same unless otherwise negotiated and agreed upon by both parties.
- c. Upon acceptance of a bid, the University requests the Farming Agent to soil test the farm and send the results to the buyer of record to be retained in the contract file. The UNIVERSITY and FARMING AGENT will formulate a plan for soil health for the first year of the lease. Thereafter, the FARMING AGENT agrees to furnish all labor, fertilizers, chemicals, equipment, and miscellaneous expenses for the operation of the farm under this lease. The University agrees to furnish only the land as it is in accordance with the terms of these specifications.
- d. The Farming Agent covenants and agrees to keep said leased acreage free from noxious weeds and in case any such noxious weeds appear on said acreage, effectively to destroy the same and prevent their bearing seed; provided, however, that Farming Agent shall consult with the University as to the method of destruction.
- e. The Farming Agent covenants and agrees to care for said acreage in a thorough, careful and **husband-like** manner following the below described plan for conservation and land use.

Conservation: Control soil erosion as completely as practicable; keep in good repair all terraces, open ditches, inlets and outlets of tile drains; maintain terrace height by plowing one-third of terraces each year; preserve all established waterways; and refrain from any operation of practice that will injure such structures. The University to repair terraces that fail due to acts of God.

- f. The Farming Agent covenants and agrees to perform Farming Agent's obligations hereunder as an independent contractor and that the University shall not be liable for any injury or damage incurred by any individual arising out of the performance of this lease by Farming Agent and Farming Agent further agrees to indemnify and hold the University harmless for any loss incurred by any person during the performance of this lease by Farming Agent, including costs and legal expenses.
- g. **Right of Entry** – The University, or its agents, reserves the right to enter the farm at any reasonable time for the purposes (a) of consultation with the tenant; (b) of making repairs, improvements, and inspections; and (c) after notice of termination of the lease is given, of performing seasonal work, none of which is to interfere with the tenant in carrying out regular operations. In addition, the University reserves the right to have access as required for the purposes of measurement, surveying, testing, and other operations as required for the purposes of construction or operations as needed for the Skyhaven Airport or adjacent university properties.
- h. **Fencing and Gating.** The University presents the land such as it is in the state it is in at the lease period. The property does contain fencing and gating which may or may not be suitable for the operations of livestock grazing. It shall be the responsibility of the Farming Agent to regularly inspect, repair, construction or otherwise maintain suitable fencing of the property for grazing operations to consist of 5-Strand barbed type wire and secure gates. At the termination of the contract, the University shall be considered the owner of any such improvements to fencing and gating performed by the FARMING AGENT. The Owners representative SHALL be provided with one key for each lock on each gate, labeled appropriate, to facilitate university access to the property if required.

- i. **Animal units (Maximum Allowable).** No more than **70 yearling steers or heifers** shall be kept in the pasture at any time without the expressed written consent of the Owners Representative. No more than **45 Cow/calf** pairs plus two-bulls (if applicable) shall be kept in the pasture at any time without the expressed written consent of the Owner's Representative. For the purpose of this agreement Each 1,000 pounds of average weight shall constitute an animal unit. For this calculation 1 bull shall equal 1.25 units; one 1,000 pound cow or steer shall equal 1 animal unit; calf 6 mos to 1 year shall equal .5 units, and calf 3 to 6 mos shall equal .3 units. If sheep are to be raised no more than 150 animals are to be pastured at any time unless expressed written consent is received from the owner. If horses are to be considered, no more than 40 horses are to be pastured at any time unless expressed written permission is received by the Owner's Representative.
- j. The University makes no guarantee of quality or type of vegetation on the property for grazing purposes. The University makes no guarantee or assurance to watering sources or availability of water for livestock. FARMING AGENT may use the sources available in the current conditions, subject to any or all expenses required.
- k. Outlying conditions: it is noted that this property is nearby the heavily used Skyhaven Airport and as such aircraft regularly take off from and land on the facility. The FARMING AGENT shall recognize the inherent noise and disturbances caused by the operation of such facility and shall acknowledge that the University is not responsible for any distress such operations may cause on any livestock operations on the property.
- l. The University reserves the right to ingress and egress over the leased lands to all of the University's other lands and further reserves the right to enter upon leased land at all reasonable times for purposes of inspection.
- m. IF any default shall be made in the payment of the lease called for hereunder or if after ten (10) days written notice setting forth the default, default shall continue by the Farming Agent in performance or observance of any other covenants, agreements or conditions herein contained, the University shall have the right to re-enter and take possession of the premises and Farming Agent shall peacefully surrender possession hereof to the University upon written demand, all rights and interests of the Farming Agent hereunder shall cease and terminate.
- n. Upon expiration of lease/contract, whether at the end of the term or upon earlier termination under the provisions of Special Conditions paragraph one (1) above, the Farming Agent shall surrender peaceful possession of the leased premises to University.
- o. Any notice required to be given hereunder may be given by personal service or by certified mail addressed to the party to be served. Notice to the University shall be addressed to The University of Central Missouri, Procurement, and Material Handling Office, General Services Building 102 West South Street, Warrensburg, MO 64093 Attn: Director of Procurement and the notice to the Farming Agent shall be addressed as shown on the Attachment "A".
- p. Lease/contract shall be binding upon the University, its successors and assigns and upon the Farming Agent.
- q. The Farming Agent agrees that he will not assign or sublet any part of the farm without the written consent of the University.
- r. A formal, legal lease containing the above specifications **MAY** be prepared and executed by the University legal department.
- s. The Farming Agent agrees that the length of this lease/contract is for one (1) year and has three (3) potential renewal periods of one (1) year. The University has the right to terminate this lease/contract at its convenience providing the Farming Agent with at least sixty (60) days notice.
- t. All taxes of any nature that may accrue because of the Farming Agent's use of the demised premises are to be paid by the Farming Agent.
- u. Each invoice or payment submitted must reference the contract number and must be itemized.
- v. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Procurement and Materials Management Office.
- w. The University reserves the right to utilize or develop the leased land at any time and in the best interest of the University.

## 12. APPLICABLE LAWS AND REGULATIONS

- a. The contract/lease shall be construed according to the laws of the State of Missouri. The Farming Agent shall comply with all local, state, and federal laws and regulations related to the performance of the contract/lease to the extent that the same may be applicable.



- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract/lease shall remain in force between the parties unless terminated by consent of both the Farming Agent and the Procurement and Materials Management Office.
- c. The Farming Agent 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.
- d. The Farming Agent must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Johnson County, Missouri.

### **13. CONFLICT OF INTEREST**

- a. Officials and employees of the University, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

### **14. REMEDIES AND RIGHTS**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the University of any existing or future right and/or remedy available by law in the event of any claim by the University 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 University 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 the 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 procured by the contractor in the fulfillment of the contract with the University.

### **15. CANCELLATION OF CONTRACT/LEASE**

- a. In the event of breach of the contractual obligations by the contractor, the Procurement and Materials Management Office may cancel the contract/lease. At its sole discretion the Procurement and Materials Management Office may give the contractor an opportunity to cure the breach or to explain how the breach will be cured.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the Procurement and Materials Management Office will issue a notice of cancellation terminating the contract/lease immediately.
- c. If the Procurement and Materials Management Office cancels the contract/lease for breach, the Procurement and Materials Management Office reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract/lease from other sources and charge the contractor for any additional costs incurred as a result.

### **16. COMMUNICATIONS AND NOTICES**

Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, or hand-carried and presented to an authorized employee of the contractor at the contractor's address as listed in the contract.

### **17. 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 assignee for the benefit of creditors, the contractor must notify the Procurement and Materials Management Office immediately.
- b. Upon learning of any such actions, the Procurement and Materials Management Office reserves the right at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

### 18. VENDOR NO TAX DUE CERTIFICATION

In accordance with Section 34.040.6 RSMo, the University of Central Missouri is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in RSMo 144.

In order for the University to be able to assign the contract to your company, you must verify that you are either registered to collect sales and/or use tax in Missouri, or you are not making retail sales of tangible personal property or providing taxable services in Missouri. You can provide this verification by submitting an official "Vendor No Tax Due" certificate issued by the Missouri Department of Revenue. The Department of Revenue will issue the "Vendor No Tax Due" certificate if you are properly registered to collect and have properly remitted sales and/or use tax, or if you are not making retail sales in Missouri. Once the "Vendor No Tax Due" certificate is issued, submit it to the University of Central Missouri. **If you do not provide the "Vendor No Tax Due" certificate and/or maintain a compliant tax status, it may render your company unacceptable for further consideration for University of Central Missouri contracts.**

You may obtain a "Vendor No Tax Due" certificate by contacting the Missouri Department of Revenue. The attached document provides information on how to obtain the "Vendor No Tax Due" certificate. Additional information regarding Section 34.040.6 RSMo is available on the Department of Revenue's website at <http://www.dor.mo.gov/tax/business/sales/hb600.htm>.

If you are not already registered as a vendor with the State of Missouri, you are encouraged to register on the state's On-Line Bidding/Vendor Registration System website (<https://www.moolb.mo.gov>). Instructions for registering on this website are available on the Home page of the website.

#### **How to Obtain a Certificate of Vendor No Tax Due**

A certificate of vendor no tax due can be obtained from the Missouri Department of Revenue when a business pays all of its sales/use tax in full, up to date, does not have a sales tax delinquency or does not sell tangible personal property at retail in Missouri.

If taxes are due, depending on the payment history of the business, a cashier's check or money order may be required for payment before a certificate of vendor no tax due can be issued.

A certificate of vendor no tax due can be obtained by contacting the Missouri Department of Revenue, Division of Taxation & Collection, P.O. Box 3666, Jefferson City, MO 65105-3666. You may also call (573) 751-9268, fax (573) 522-1160, or email [taxclearance@dor.mo.gov](mailto:taxclearance@dor.mo.gov). For walk-in assistance, you can visit a Tax Assistance Center near you:

### 19. WITHDRAWAL OF BIDS

Any bidder may withdraw his bid at any time prior to the scheduled closing time for the receipt of bids no bidder may withdraw his bid after the scheduled closing time for the receipt of bids. Only telegrams, letters, and other written requests for corrections of a previously submitted bid which are addressed in the same manner as bids and are received by the University prior to the scheduled closing time for the receipt of bids will be accepted.

## **BID SUBMISSION REQUIREMENTS**

### **1. SUBMISSION OF BIDS:**

- 1.1 Bids must be priced, signed, sealed, and returned (with all necessary attachments) to the Procurement and Material Management Office by the bid receipt date and time specified on the first page of the IFB.
  - 1.1.1 Specifically, any form containing a signature line must be manually signed and returned as part of the bid.
  - 1.1.2 In addition to the original bid, the bidder should include two (2) copies of his/her bid. Grand total three (3), one original and two copies.
- 1.2 The bidder must respond to this IFB by submitting all required data in order for the bid to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a bid from further consideration for award.
- 1.3 To facilitate evaluation of the bids, it is required that the proposals be organized to respond to each paragraph of the IFB, particularly, utilize the same numbering arrangement for each item in the specifications.

### **2. CLARIFICATION OF REQUIREMENTS**

- 2.1 Any and all questions regarding specifications, requirements, the competitive procurement process, etc. must be directed to the Buyer of Record as indicated on the first page of this IFB. Questions should be submitted in writing or may be faxed to the Buyer's attention at 660-543-8345. Questions and or comments regarding this IFB shall be submitted not later than the date on the IBF Cover.
- 2.2 Bidders shall not contact any other employees of the University during the competitive procurement and evaluation processes.
- 2.3 The bidder is advised that the only official position of the University is that position which is stated in writing and issued by the Purchasing office as an Invitation for Bid and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

### **3. EVALUATION PROCESS**

- 3.1 After determining that a bid satisfies the mandatory requirements stated in the Invitation for Bid, the comparative assessment of the relative benefits and deficiencies of the bid in relationship to the published evaluation criteria shall be made by using subjective judgment. The award of the contract resulting from this Invitation for Bid shall be based on the best most responsive, responsible bid, and the most economically beneficial to the University in accordance with the evaluation criteria stated below:
  - 3.1.1 Leased Pricing .....50 points
  - 3.1.2 Experience and Reliability.....20 points
  - 3.1.3 Proposed Method of Performance..... 30 points
- 3.2 After an initial screening process, a technical question and answer conference or interview may be conducted, if deemed necessary by the University, to clarify or verify the bidder's offer and to develop a comprehensive assessment of the bid.
- 3.3 The University reserves the right to consider historic information and fact, whether gained from the bidder's offer, questions and answer conferences, references, or any other source, in the evaluation process.
- 3.4 The bidder is cautioned that it is the bidder's sole responsibility to submit information related to the evaluation categories and that the University is under no obligation to solicit such information if it is not included with the bid. Failure of the bidder to submit such information may cause an adverse impact on the evaluation of the bidder's offer.
- 3.5 In the event that only one bid is received in response to this Invitation for Bid, the Procurement and Material Management Office reserves the right to negotiate the terms and conditions, including the price, as proposed in the sole bidder's offer. In addition, as part of such negotiations, the Procurement and Materials Management Office

reserves the right to require supporting cost, pricing and other data from the bidder in order to determine the reasonableness and acceptability of the bid.

4. CONTRACT AWARD

- 4.1 Any award of a contract resulting from this IFB will be made only by written authorization from the Procurement and Material Management Office.
- 4.2 The University reserves the right to reject any and all bids received in response to this IFB and to waive any minor irregularity or informality.

5. COST

- 5.1 The bidder must provide price(s) for all requirements as set forth in this Invitation for Bid. Any cost and/or pricing data submitted or related to the bidder's offer including any cost and/or pricing data related to contractual extension options, whether required or voluntary, shall be subject to evaluation if deemed by the University to be in its best interests.
- 5.2 For evaluation purposes only, cost shall be based on the price(s) proposed by each bidder with the bidder with the proposed receiving the maximum points and the remaining bidders prorated accordingly.

6. BIDDER'S EXPERIENCE AND RELIABILITY

- 6.1 Experience and reliability of the bidder's organization are considered in the evaluation process. Therefore, the bidder is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of the IFB.
- 6.2 The bidder should provide the following information related to Farming Experience, which are considered identical or similar to the requirements of this IFB.
  - 6.2.1 Farming Experience, successful farming ventures and dates, formal education, brief, written description of the specific prior services performed. The intent to ensure the FARMING AGENT will use proper husbandry of the land.

7. PROPOSED METHOD OF PERFORMANCE

- 7.1 Bids will be evaluated based on the bidder's distinctive plan for performing the requirements of the IFB/Lease. The bidder should present a written narrative, which demonstrates the method or manner in which the bidder proposes to satisfy the requirements of the Lease. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action. The bidder should specifically address the following:
  - 7.1.1 Will be the Farming Agent directly responsible for providing this service? Farm equipment to be used, farming schedule, Name, address and telephone number of contracting agency and a contact person who may be contacted for verification of all data submitted.
  - 7.1.2 How the bidder will function as a single point of contact for the University, including for any subcontract arrangements. This includes responsibilities and liabilities of the bidder for all problems relating to the equipment and service provided under the contract.

The owner perceives the use of this property for the grazing of cattle or other livestock. Any use of the land for any such purpose other than cattle grazing must be approved by the University.

**ATTACHMENT "A"****BID/PROPOSAL PRICING FORM**

**NOTE: Refer to attached diagram Attachment "D" for land usage.**

Prospective bidders are hereby invited to submit their bids to Lease University Owned farmland (formerly) Reinhart Ruff Property, North of Highway 50 in the vicinity of the Max B. Swisher Airport, located at the crossroads of 361<sup>st</sup> Rd and 200<sup>th</sup> Street, 141 Acres M/L. The bidder shall provide all manpower, machinery, and materials to service the land for the purpose of livestock grazing. The bidder shall provide firm, fixed prices for the services described herein, in accordance with the terms and conditions of this document and lease.

1. \_\_\_\_\_  
(Name of Firm or Individual Submitting Bid)

2. I (we) received Amendment number \_\_\_\_\_ (fill in number received-- if none, write none.)

General Information:

**Animal units (Maximum Allowable).** No more than **70 yearling steers or heifers** shall be kept in the pasture at any time without the expressed written consent of the Owners Representative. No more than **45 Cow/calf** pairs plus two-bulls (if applicable) shall be kept in the pasture at any time without the expressed written consent of the Owner's Representative. For the purpose of this agreement Each 1,000 pounds of average weight shall constitute an animal unit. For this calculation 1 bull shall equal 1.25 units; one 1,000 pound cow or steer shall equal 1 animal unit; calf 6 mos to 1 year shall equal .5 units, and calf 3 to 6 mos shall equal .3 units. If sheep are to be grazed no more than 150 animals are to be pastured at any time without the expressed written consent of the Owners Representative. If horses are to be considered, no more than 40 horses are to be pastured at any time without the expressed written consent of the Owners Representative.

Prospective bidders must state what type of activity the land is to be leased for:

\_\_\_\_\_  
\_\_\_\_\_

3. State the Stocking Rate Intended:

<b>Stock</b>	<b>Number of Head</b>
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Bulls.....

Cows.....

Calves..... 6 mos. – 1 yr

Calves..... 3-6 mos.

Yearling Steer/heifers.....

Horses.....

Sheep.....

Other proposed activities (if applicable):

4. Price quote on Flat Rate of Price per Acre on offered land. \$ \_\_\_\_\_ per acre (141 acres M/L) per year.

The University reserves the right to reject any or all bids and to waive informalities. Bid shall remain valid for sixty (60) days after openings.

The offeror hereby affirms that all prices and or percentages are quoted pursuant to the terms and conditions and are acknowledged to of this Invitation for Bid.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Company Address (Street)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
City, State, Zip Code. Fax Number

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Signing Official

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
E-Mail Address

#### ITEMS TO BE RETURNED WITH BID.

1. Bid/Proposal Pricing Form, 1 original and 2 signed copies of the completed Attachment "A". (Total of 3)
2. Farming Agents Qualifications and References. 1 original and 2 signed copies of the completed Attachment "B". (Total of 3)
3. Farming Agents Proposed Method of Performance. 1 original and 2 signed copies of the completed Attachment "C". (Total of 3)

#### ITEMS TO BE PROVIDED UPON AWARD.

1. Within fourteen (14) days of notice of award, the awardee must provide a copy of their insurance certificate with the limits of coverage as outlined in the Terms and Conditions section.
2. If awarded as a Flat Fee Lease, payment must be presented within 14 days notice of award and prior to the renewal of additional lease periods.

**ATTACHMENT "B"****Farming Agents Qualification**


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 Name of firm and address with zip code
 

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Date	Area Code and Telephone Number	Area Code and Fax Number
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**CAPABILITIES:**


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**FOR CORPORATION ONLY**      Federal I.D. Number
 

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Date of Incorporation	Name of State(s) in which incorporated
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If not incorporated in Missouri: give Certificate of Authority to do business in Missouri	Certificate No.	Date
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President's Name	Vice President's Name
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Secretary's Name	Treasurer's Name
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**FOR PARTNERSHIP ONLY**      Is the Partnership: **GENERAL    LIMITED    ASSOCIATION**


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 Date of Organization:
 

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1. 

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Names and addresses of all partners with zip codes
2. 

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3. 

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Use additional sheet if necessary

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**GENERAL INFORMATION**    Federal I.D. # \_\_\_\_\_ or Social Security # \_\_\_\_\_
 

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% of work done by Farming Agent	No. of permanent employees	Geographical limits of operation
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No. of years in business	If you have done business under a different name, please give name and location
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 Has firm ever failed to complete project or defaulted on a contract/lease? If so, state where and why.
 

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 Has firm ever been engaged in litigation over any contract/lease? If so, state where and why.
 

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**REFERENCES:**

**PRIOR SERVICES PERFORMED FOR:**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

CONTACT PERSON/TITLE: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

CONTRACT PERIOD: FROM \_\_\_\_\_ TO \_\_\_\_\_

DESCRIPTION OF SERVICES:

**PRIOR SERVICES PERFORMED FOR:**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

CONTACT PERSON/TITLE: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

CONTRACT PERIOD: FROM \_\_\_\_\_ TO \_\_\_\_\_

DESCRIPTION OF SERVICES:

**PRIOR SERVICES PERFORMED FOR:**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

CONTACT PERSON/TITLE: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

CONTRACT PERIOD: FROM \_\_\_\_\_ TO \_\_\_\_\_

DESCRIPTION OF SERVICES:



**ATTACHMENT “C”**

**Farming Agents Method of Performance**

**Explain your plan of action:**

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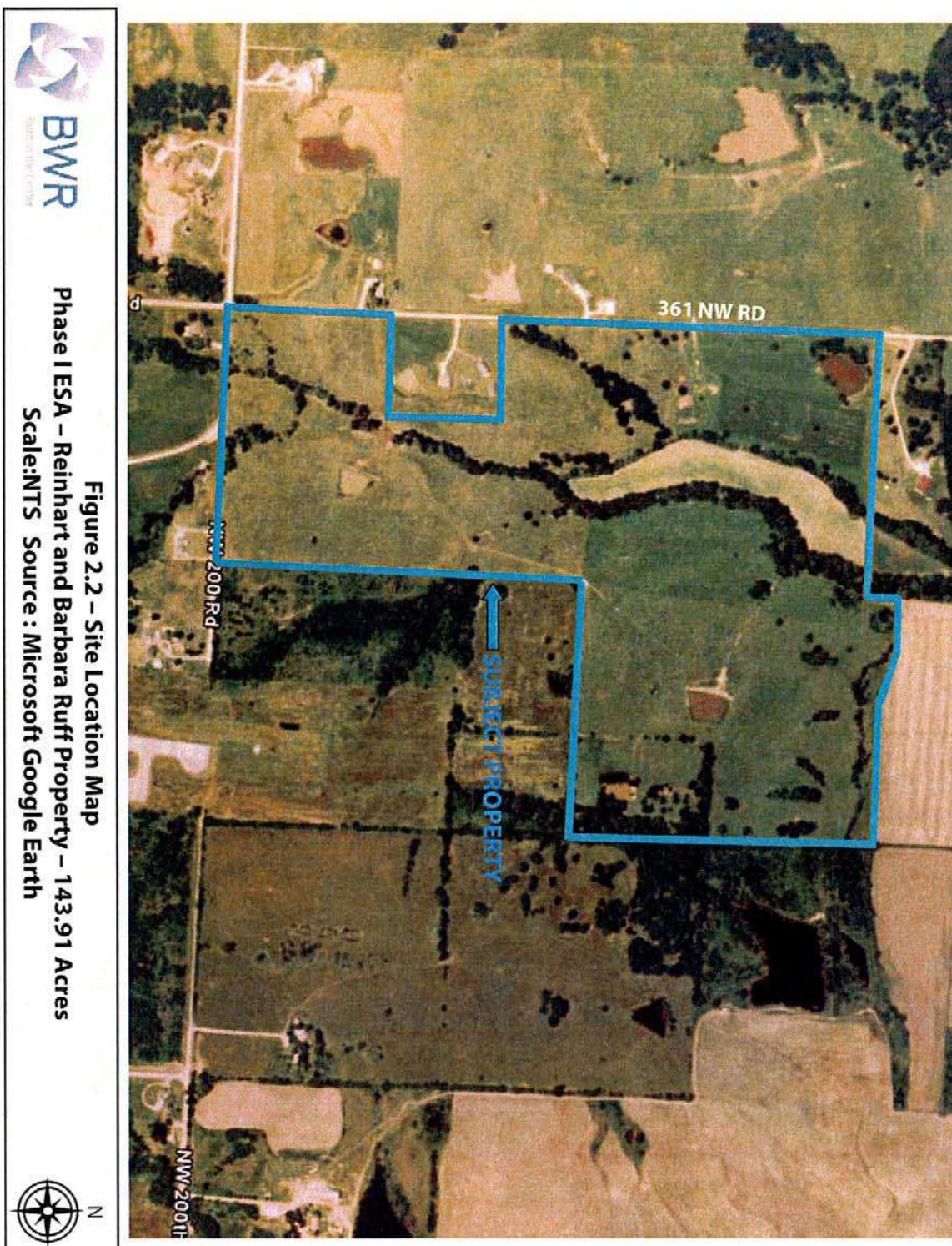
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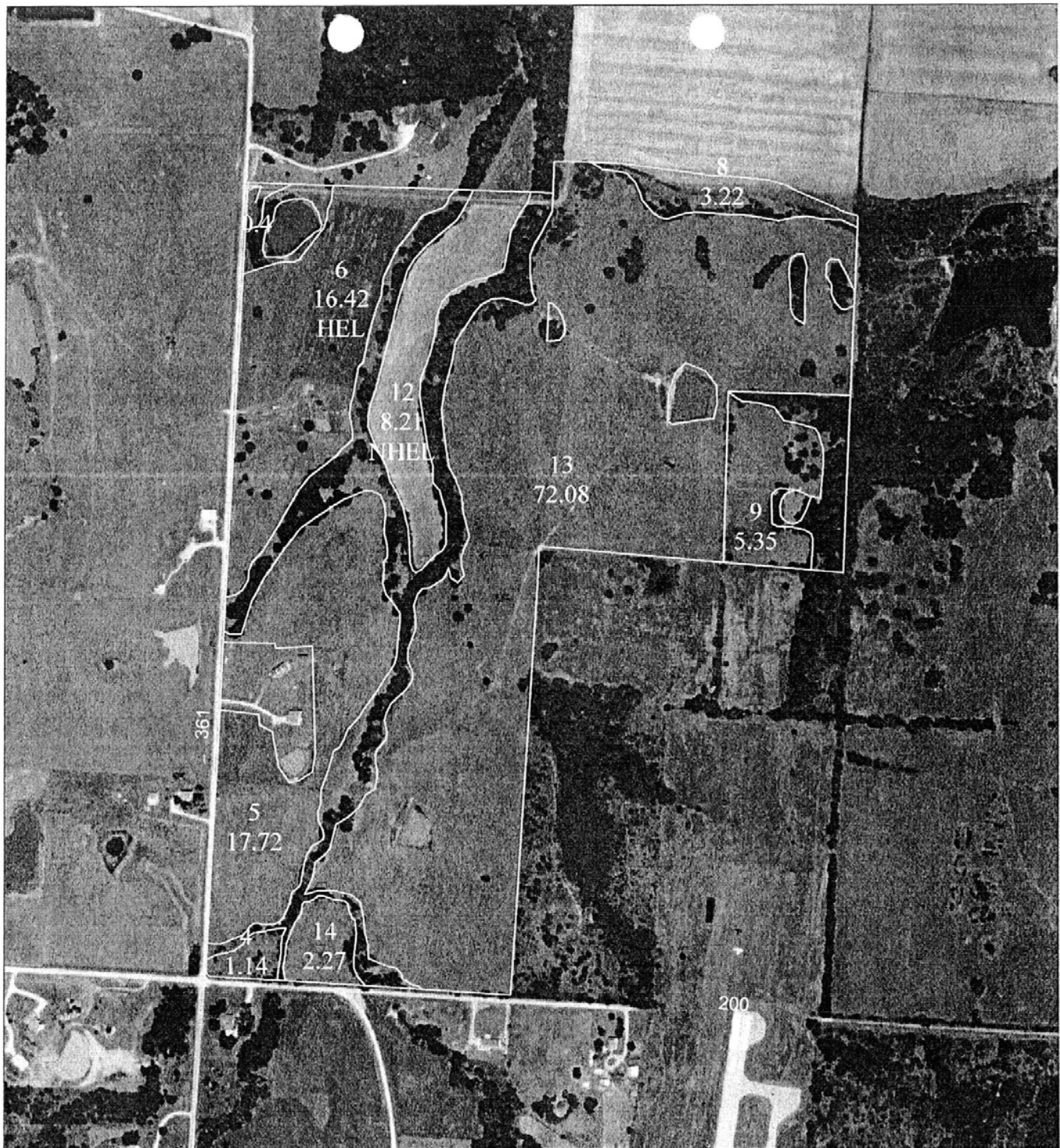
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United States Department of Agriculture  
Farm Service Agency

Crop  
Year \_\_\_\_\_



**Farm 7687**  
**Tract 12181**  
**46-26-8**

**Johnson County**

0 365 730 1,460 Feet

Date printed: March 21, 2008

fsa\_gis\_layers.SDE.wet\_p\_mo101  
Wetland Determination Identifiers

- Restricted Use
- ▽ Limited Restrictions
- Exempt from Conservation Compliance Provisions

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.